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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

PAMELA RACE, SUSAN MOHAMED, and
JUDITH SMULAND, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

PLAINTIFFS,

v.

SOUTHWEST HEALTHCARE SYSTEM
AUXILIARY; SOUTHWEST
HEALTHCARE INLAND VALLEY
HOSPITAL; SOUTHWEST HEALTHCARE
RANCHO SPRINGS HOSPITAL; and DOES
1 through 50, inclusive,

DEFENDANTS.

CASE NO. 24CU021889C

Dept. C-60

Hon. Matthew C. Braner

**JOINT STIPULATION REQUESTING
APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT; [PROPOSED]
ORDER THEREON**

[Filed Concurrently with [Proposed]
Judgment]

Complaint Filed: November 12, 2024

Amended Complaint filed: July 10, 2026

Trial Date: None Set

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Attorneys for Defendant
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.

1 WHEREAS, Plaintiff Pamela Race submitted an initial PAGA Notice to the Labor and
2 Workforce Development Agency (“LWDA”) on August 30, 2024;

3 WHEREAS, on or about November 12, 2024, Plaintiff Race filed a representative action
4 entitled *Pamela Race v. Southwest Healthcare System Auxiliary; Southwest Healthcare Inland*
5 *Valley Hospital; Southwest Healthcare Rancho Springs Hospital*, San Diego Superior Court,
6 Case No. 24CU021889C (the “Action”), against Defendant Universal Health Services of Rancho
7 Springs, Inc. (“Defendant”), alleging violations of the Private Attorneys General Act (“PAGA”),
8 Labor Code §§ 2698, *et seq.*;

9 WHEREAS, on or about March 19, 2025, the Parties stipulated to submit Plaintiff Race’s
10 individual PAGA claims to arbitration with the American Arbitration Association, Case No. 01-
11 25-0003-0189, in accordance with her arbitration agreement (the “*Race* Arbitration Action”);

12 WHEREAS, on February 13, 2025, Plaintiff Judith Smuland sent her PAGA Notice to the
13 LWDA, and on April 22, 2025, Plaintiff Smuland filed a representative PAGA action entitled
14 *Judith Smuland v. Universal Health Services of Rancho Springs, Inc.*, Riverside County Superior
15 Court, Case No. CVRI2502180 (the “*Smuland* Action”);

16 WHEREAS, on March 5, 2025, Plaintiff Susan Mohamed sent her PAGA Notice to the
17 LWDA, and on May 12, 2025, Plaintiff Mohamed filed a representative PAGA action entitled
18 *Susan Mohamed v. Universal Health Services of Rancho Springs, Inc., et al.*, Riverside County
19 Superior Court, Case No. CVRI2502558 (the “*Mohamed* Action”); before Plaintiff Mohamed’s
20 individual claims were compelled to arbitration in accordance with her arbitration agreement, the
21 parties agreed to stay the *Mohamed* Action pending mediation;

22 WHEREAS, on October 22, 2025, Plaintiff Mohamed submitted an amended PAGA
23 Notice to the LWDA to add claims under Labor Code sections 226.3, 256, 204(b), 210, 516, 246-
24 248.7, 218, 221, 1194.2, and 2100, and on December 29, 2025, Plaintiff Mohamed filed a first
25 amended complaint including the additional claims alleged in her amended PAGA Notice;

26 WHEREAS, on January 21, 2026, the Parties participated in an all-day mediation with
27 experienced wage and hour mediator Tripper Ortman, Esq., having first exchanged informal
28

1 discovery to permit the Parties to evaluate the claims, theories, and defenses at issue; with the
2 continued assistance of the mediator, the Parties reached a resolution of the Action;

3 WHEREAS, pursuant to the resolution reached at mediation, Plaintiff Race submitted an
4 amended PAGA Notice to the LWDA on April 28, 2026, to include all PAGA claims that were or
5 could have been asserted in the *Smuland* Action and the *Mohamed* Action (the “Amended PAGA
6 Notice”); upon the expiration of the 65-day period prescribed by Labor Code section 2699.3, on
7 July 10, 2026, Plaintiff Race filed a First Amended Complaint (the “Operative Complaint”)
8 incorporating all PAGA claims that were or could have been asserted in the *Smuland* Action and
9 the *Mohamed* Action, as set forth in the Amended PAGA Notice;

10 WHEREAS, the Action is a representative action brought under PAGA, and Plaintiffs
11 Pamela Race, Susan Mohamed, and Judith Smuland (collectively, “Plaintiffs”) and Defendant
12 (collectively, the “Parties”) recognize that, pursuant to Labor Code section 2699(s)(2), court
13 approval is required for a settlement of a PAGA action brought on a representative basis;

14 WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties
15 are not obligated to follow class action procedural rules in PAGA cases and need not obtain
16 approval of a settlement through a motion for preliminary or final approval. *See also Mendoza v.*
17 *Nordstrom, Inc.*, 2 Cal.5th 1074 (2017) (“PAGA authorizes a representative action without the
18 need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir.
19 2014) (“[A] PAGA suit is fundamentally different than a class action” in that “PAGA has no
20 notice requirements for unnamed aggrieved employees, nor may such employees opt out of a
21 PAGA action.”); *Williams v. Superior Court*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does not
22 make other potentially aggrieved employees parties or clients of Plaintiff’s counsel, does not
23 impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff
24 or counsel to scrutiny with respect to the ability to represent a large class.”);

25 WHEREAS, the Parties seek the Court’s approval of the Private Attorneys General Act
26 Settlement Agreement and Release (“Settlement Agreement” or “Settlement”), fully executed as
27 of July 17, 2026, and resolve this matter in the most efficient manner possible;

1 WHEREAS, Defendant denies any and all liability or wrongdoing associated with the
2 claims alleged in the Action and denies any liability or intentional wrongdoing whatsoever.
3 Defendant contends, among other things, that it has at all times complied with the California
4 Labor Code, the applicable IWC Wage Orders, and all other state and federal wage laws, and
5 further contends that the Action is without merit and that the imposition of any penalties would
6 be unjust, arbitrary, oppressive, and confiscatory. Nevertheless, Defendant is willing to pay a
7 reasonable amount to resolve this matter in light of the distraction to Defendant's business and
8 the expense of continued litigation;

9 WHEREAS, after an exchange of informal discovery, and with the assistance of a neutral
10 mediator, the Parties reached a resolution of the Action, which they have documented in a fully-
11 executed "Private Attorneys General Act Settlement Agreement and Release," dated July 17,
12 2026 and attached hereto as **Exhibit 1** (the "Settlement Agreement");

13 WHEREAS, the Parties have reached a settlement of the PAGA claims of the "PAGA
14 Members," "Aggrieved Employees," or "Settlement Group Members," defined in the Settlement
15 Agreement as: all individuals who are or previously were employed by Defendant in California
16 and classified as a non-exempt employee at any time during the period from November 12, 2023
17 through January 31, 2026 (the "PAGA Period"). The Parties agree there are approximately 2,805
18 PAGA Members who worked a total of approximately 103,127 pay periods during the PAGA
19 Period;

20 WHEREAS, the "Released Claims" under the Settlement Agreement consist of all PAGA
21 claims for civil penalties under Labor Code sections 2698, *et seq.*, arising from the facts alleged
22 or that could have been alleged in the Action, or are reasonably related to the factual allegations
23 in the Action, regardless of theory of liability, including claims for alleged violations of Labor
24 Code sections 201, 202, 203, 204, 210, 218, 226, 226(a), 226.3, 226.7, 227.3, 246-248.7, 256,
25 510, 511, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 2100,
26 2698, 2699, 2802, and 2804, California Code of Regulations, Title 8, sections 11040(5)(A)-(B)
27 and 11070(14), and the applicable IWC Wage Orders, including Wage Order 5, as more fully
28 described in Section 1.25 of the Settlement Agreement (the "Released Claims");

WHEREAS, upon the Effective Date of the Settlement, Plaintiffs, the Settlement Group

1 Members, and the State of California, *vis-à-vis* the LWDA, shall release Defendant and the other
2 Released Parties identified in Section 1.26 of the Settlement Agreement from the Released
3 Claims arising during the PAGA Period;

4 WHEREAS, counsel for the Parties conducted an investigation of the factual and legal
5 issues affecting the strengths and weaknesses of Plaintiffs' claims and potential recovery, and
6 Defendant produced information regarding the number of potential PAGA Members and pay
7 periods at issue, allowing the Parties to reach a reasoned and informed resolution of this matter;

8 WHEREAS, based on their own independent investigation and evaluation, Plaintiffs and
9 PAGA Counsel are of the opinion that the settlement, for the consideration and on the terms set
10 forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of
11 Plaintiffs, the PAGA Members, and the State of California in light of the known facts and
12 circumstances and the risks inherent in litigation, including potential appellate issues;

13 WHEREAS, Plaintiffs' counsel believes the Settlement is comparable to, and compares
14 favorably against, PAGA settlements approved by other courts. *See, e.g., Carrington v. Starbucks*
15 *Corp.*, 30 Cal.App.5th 504, 529 (2018) (holding that the plaintiff was only entitled to collect a
16 reduced penalty amount, or approximately 5% of the PAGA penalties at issue); *Fleming v.*
17 *Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *4 (reducing PAGA penalties by
18 82%); and courts recognize a trial court's discretion to award lesser penalties where a maximum
19 award would be "unjust, arbitrary, oppressive, or confiscatory." *Thurman v. Bayshore Transit*
20 *Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012);

21 WHEREAS, the net average PAGA Members Payment per Settlement Group Member for
22 the approximately 2,805 PAGA Members is approximately \$62.33 (approximately \$174,846.93
23 in Net Settlement Amount allocated to PAGA Members Payments ÷ 2,805 PAGA Members),
24 which Plaintiffs' counsel believes is fair, reasonable, and adequate given the risks inherent in
25 continued litigation;

26 WHEREAS, the Parties provided notice of the proposed Settlement to the LWDA as
27 required by Labor Code section 2699(s)(2);
28

1 WHEREAS, the Parties negotiated this Settlement Agreement at arm's length, with the
2 assistance of an experienced and neutral mediator, and the terms of the Settlement Agreement are
3 the product of informed, non-collusive negotiations;

4 **IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO**
5 **AS FOLLOWS:**

6 The Parties stipulate and jointly propose that the Court approve the fully executed
7 Settlement Agreement, which includes the following key terms:

8 a) As consideration for the Released Claims, Defendant agrees to pay a non-reversionary
9 Gross Settlement Amount of \$841,579.00 (the "Gross Settlement Amount" or "GSA").

10 The GSA will be allocated as follows:

11 (a) PAGA Counsel's attorneys' fees in an amount not to exceed \$280,526.33
12 (approximately one-third of the GSA), to be divided among PAGA Counsel as
13 follows: 37.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 37.5% to
14 James Hawkins, APLC, and 25% to Ferraro Vega Employment Lawyers, Inc.;

15 (b) PAGA Counsel's litigation costs and expenses in an amount not to exceed
16 \$30,000.00, to be allocated among the firms based upon the expenses actually
17 incurred by each, as set forth in the declarations of PAGA Counsel;

18 (c) Settlement Administration Fees and Expenses payable to Apex Class
19 Action LLC, the Settlement Administrator, estimated not to exceed \$16,490.00;

20 (d) a Service Award of \$5,000.00 to each Plaintiff (Pamela Race, Susan
21 Mohamed, and Judith Smuland), for a total of \$15,000.00, subject to Court
22 approval; any portion not approved by the Court will revert to the Net Settlement
23 Amount; and

24 (e) the remainder of the Gross Settlement Amount after deducting items (a)
25 through (d) shall constitute the "Net Settlement Amount" ("NSA"), estimated to
26 be approximately \$499,562.67, which shall be allocated 65% (\$324,715.74) to the
27 Labor and Workforce Development Agency ("LWDA Payment") and 35%
28 (\$174,846.93) to the PAGA Members Payments to be distributed to the

1 Settlement Group Members on a pro rata basis.

2 The net average PAGA Members Payment per Settlement Group Member for the
3 approximately 2,805 Settlement Group Members is estimated to be approximately \$62.33
4 (\$174,846.93 PAGA Members Payments ÷ 2,805 Settlement Group Members).

5 Individual Settlement Calculation. Each Settlement Group Member's PAGA Members
6 Payment shall be calculated based on the proportionate share of the Net Settlement Amount
7 allocated to PAGA Members Payments, determined by the number of pay periods that
8 Settlement Group Member worked during the PAGA Period in relation to the total aggregate
9 number of pay periods worked by all Settlement Group Members during the PAGA Period.

10 b) As part of the request for approval of the Settlement Agreement, PAGA Counsel requests
11 Court approval of attorneys' fees not to exceed \$280,526.33 and litigation costs and
12 expenses not to exceed \$30,000.00, as set forth in the concurrently filed declarations of
13 PAGA Counsel.

14 c) Should PAGA Counsel request, or the Court approve, a lesser amount for attorneys' fees
15 and/or costs, the difference shall remain in and be included within the Net Settlement
16 Amount and distributed to the LWDA and Settlement Group Members in accordance
17 with the allocation set forth above. The Attorneys' Fees and Expenses awarded by the
18 Court shall fully compensate and reimburse PAGA Counsel for all work performed and
19 costs incurred in connection with the Action, including but not limited to investigation
20 and litigation of the claims, obtaining Court approval of the Settlement, administering the
21 Settlement, and defending the Settlement in any appeal or other post-approval
22 proceeding.

23 d) All Settlement Group Members, including Plaintiffs, will release the Released Claims
24 against the Released Parties, as more fully set forth in the Settlement Agreement.

25 e) Within thirty (30) days of Defendant's receipt of written notification that the Court has
26 granted approval of the Settlement, Defendant shall provide the Settlement Administrator
27 with the PAGA List, containing for each Settlement Group Member: (i) full name; (ii) last-
28 known mailing address; (iii) last-known telephone number; (iv) Social Security number;

- 1 (v) dates of employment; and (vi) number of pay periods employed as a PAGA Member
2 during the PAGA Period.
- 3 f) Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within
4 fourteen (14) days of the Effective Date as set forth in the Settlement Agreement.
- 5 g) Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount,
6 the Settlement Administrator shall distribute the PAGA Members Payments to the
7 Settlement Group Members via first-class U.S. Mail, the Court-awarded Attorneys' Fees
8 and Expenses to PAGA Counsel, the LWDA Payment to the LWDA, the Service Awards
9 to Plaintiffs (if approved), and the Court-awarded Administration Fees and Expenses to the
10 Settlement Administrator.
- 11 h) Once Defendant has funded the Gross Settlement Amount, Defendant shall be deemed to
12 have discharged its payment obligations to Plaintiffs and the Settlement Group Members
13 and to have satisfied its obligations under the Settlement Agreement, regardless of whether
14 individual checks are thereafter received or negotiated.
- 15 i) The Settlement Agreement provides for an escalator: if the number of pay periods
16 worked by Settlement Group Members during the PAGA Period exceeds 113,440 (i.e.,
17 more than a 10% increase over the estimated 103,127 pay periods), Defendant shall have
18 the option to either (i) limit the Released Claims to the estimated 103,127 pay periods, or
19 (ii) increase the Gross Settlement Amount on a pro rata basis in proportion to the
20 percentage increase in pay periods above 103,127.
- 21 j) Settlement Group Members shall have one hundred eighty (180) days to cash their
22 PAGA Members Payment checks. Funds from checks that remain uncashed or are
23 returned after that period will be transmitted to the California State Controller's
24 Unclaimed Property Fund in the name of the Settlement Group Member who failed to
25 cash the check.
- 26 k) The Parties will submit a proposed Judgment for the Court's consideration concurrently
27 with this Stipulation, seeking, among other things, Court approval of the Settlement
28 Agreement, approval of the amount of Attorneys' Fees and Expenses, and an order

1 permanently barring the Settlement Group Members from prosecuting any of the
2 Released Claims against Defendant and the other Released Parties.

- 3 l) If there is any conflict between the language of this Stipulation and the language of the
4 Settlement Agreement attached hereto as **Exhibit 1**, the language of the Settlement
5 Agreement shall control.

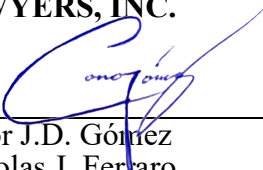
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7 DATED: August_____, 2026

LITTLER MENDELSON, P.C.

8 By: _____
9 Stacey E. James
10 Jessica Patel
11 Attorneys for Defendant UNIVERSAL
12 HEALTH SERVICES OF RANCHO SPRINGS,
13 INC.

14
15 DATED: September 14, 2026

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**

16 By:  _____
17 Conor J.D. Gómez
18 Nicholas J. Ferraro
19 Lauren N. Vega
20 Attorneys for Plaintiff PAMELA RACE

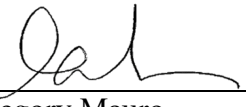
21
22 DATED: September 18, 2026

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

23 By:  _____
24 Victoria B. Rivapalacio
25 Attorneys for Plaintiff JUDITH SMULAND

26
27 DATED: August 31, 2026

JAMES HAWKINS APLC

28 By:  _____
Gregory Mauro
Attorneys for Plaintiff SUSAN MOHAMED

1 permanently barring the Settlement Group Members from prosecuting any of the
2 Released Claims against Defendant and the other Released Parties.

- 3 l) If there is any conflict between the language of this Stipulation and the language of the
4 Settlement Agreement attached hereto as **Exhibit 1**, the language of the Settlement
5 Agreement shall control.

6
7 DATED: September 16, 2026

LITTLER MENDELSON, P.C.

8 By: Stacey E. James
9 Stacey E. James
10 Jessica Patel
11 Attorneys for Defendant UNIVERSAL
12 HEALTH SERVICES OF RANCHO SPRINGS,
13 INC.

14
15 DATED: September 14, 2026

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**

16 By: Conor J.D. Gómez
17 Nicholas J. Ferraro
18 Lauren N. Vega
19 Attorneys for Plaintiff PAMELA RACE

20
21 DATED: August_____, 2026

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

22 By: _____
23 Kyle R. Nordrehaug
24 Victoria B. Rivapalacio
25 Attorneys for Plaintiff JUDITH SMULAND

26
27 DATED: August_____, 2026

JAMES HAWKINS APLC

28 By: _____
James R. Hawkins
Gregory Mauro
Attorneys for Plaintiff SUSAN MOHAMED

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[PROPOSED] ORDER

Pursuant to the Parties' Stipulation, and good cause appearing:

Having considered the Parties' submissions and all legal authorities and documents submitted in support thereof, including the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement"), attached hereto as Exhibit 1, and good cause appearing, **IT IS HEREBY ORDERED** that the Parties' request is **GRANTED**, subject to the following findings and orders:

- a) All terms used herein shall have the same meaning as defined in the Settlement Agreement attached hereto as Exhibit 1.
- b) The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement Agreement was reached as a result of informed, arm's-length, non-collusive negotiations, with the assistance of an experienced neutral mediator, and that the Parties were able to reasonably evaluate their respective positions. The Court further finds that settlement now will avoid additional and potentially substantial litigation costs, delay, and risk if the Parties were to continue to litigate the Action, and the Court has reviewed the monetary recovery provided under the Settlement and finds it confers substantial value on the State of California and the Settlement Group Members.
- c) The Settlement Agreement is not an admission by Defendant or any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or used as, an admission

1 of any fault, wrongdoing, omission, concession, or liability whatsoever by or
2 against Defendant or any of the other Released Parties.

3 d) Defendant shall pay the Settlement Group Members pursuant to the procedure
4 described in the Settlement Agreement attached hereto as Exhibit 1.

5 e) After reviewing the Settlement Agreement, the concurrently filed declarations
6 of PAGA Counsel, and this Stipulation and the exhibits attached thereto, the
7 Court finds that the PAGA penalties allocated in this matter are fair and
8 reasonable.

9 f) The Court hereby confirms Nicholas J. Ferraro, Lauren N. Vega, Rick A.
10 Waltman, and Ricardo De Leon of Ferraro Vega Employment Lawyers, Inc.;
11 James R. Hawkins and Gregory Mauro of James Hawkins, APLC; and Norman
12 B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De
13 Blouw, and Victoria B. Rivapalacio of Blumenthal Nordrehaug Bhowmik De
14 Blouw LLP, as PAGA Counsel.

15 g) The Court hereby awards PAGA Counsel attorneys' fees in the amount of
16 \$280,526.33 and litigation costs and expenses in the amount of \$30,000.00 (or
17 such lesser amounts as PAGA Counsel may request). The Court finds that
18 PAGA Counsel's work resulted in the creation of a common fund of
19 \$841,579.00 and that the requested attorneys' fees and costs are reasonable in
20 light of the amount recovered and the relevant factors under California law.
21 Payment of fees and costs to PAGA Counsel shall be made in accordance with
22 the terms of the Settlement Agreement.

23 h) The Court hereby awards Plaintiffs Pamela Race, Susan Mohamed, and Judith
24 Smuland a Service Award of \$5,000.00 each (\$15,000.00 total).

25 i) The Court appoints Apex Class Action LLC as the Settlement Administrator and
26 directs that the Gross Settlement Amount be distributed by Apex Class Action
27 LLC as set forth in the Settlement Agreement, the Stipulation, and this Order.
28

1 The Court approves Settlement Administration Fees and Expenses not to exceed
2 \$16,490.00.

3 j) Defendant, the other Released Parties, and Plaintiffs shall have no further
4 liability for costs, expenses, interest, attorneys' fees, or any other charge,
5 penalty, expense, or liability, except as may be provided in the Settlement
6 Agreement.

7 k) The Court further orders, adjudges, and decrees that each Settlement Group
8 Member (including Plaintiffs) and the State of California, *vis-à-vis* the LWDA,
9 shall, for the PAGA Period of November 12, 2023 through January 31, 2026,
10 fully release and forever discharge Defendant and the other Released Parties
11 from the Released Claims, as more fully described in the Settlement Agreement.

12 l) The Court will enter Judgment in accordance with this Order.

13 m) The Court shall have and retain continuing jurisdiction over this Action, the
14 Parties, and the State of California as real party in interest for the Settlement
15 Group Members, including after entry of this Order and the Judgment, to the
16 fullest extent necessary to interpret, enforce, and effectuate the terms and intent
17 of the Settlement Agreement and this Order.

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19 **IT IS SO ORDERED.**

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21 DATED: _____

22 HONORABLE MATTHEW C. BRANER
23 JUDGE OF THE SUPERIOR COURT
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Exhibit 1

1 Rick Waltman (State Bar No. 306463)
Ricardo De Leon (State Bar No. 365493)
2 Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
3 Ferraro Vega Employment Lawyers, Inc.
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5 rick@ferrarovega.com / ricardo@ferrarovega.com

6 Attorneys for Plaintiff Pamela Race
7
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN DIEGO**

11 PAMELA RACE, SUSAN MOHAMED, and) Case No. 24CU021889C
JUDITH SMULAND, on behalf of others)
12 similarly situated and the State of California) **JOINT STIPULATION OF SETTLEMENT**
under the Private Attorneys General Act,) **AND RELEASE OF PAGA ACTION**

13 Plaintiff,
14)
15)

v.)
16)

17 SOUTHWEST HEALTHCARE SYSTEM)
AUXILIARY; SOUTHWEST HEALTHCARE)
18 INLAND VALLEY HOSPITAL;)
SOUTHWEST HEALTHCARE RANCHO)
SPRINGS HOSPITAL; and DOES 1 through
50, inclusive,

19 Defendant.
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1 **REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
2 **AGREEMENT AND RELEASE**

3 This Private Attorneys General Act Settlement Agreement and Release (“Settlement
4 Agreement” or “Settlement” or “Agreement”) is made and entered into between Plaintiffs Judith
5 Smuland, Susan Mohamed, and Pamela Race (“Plaintiffs”), individually and on behalf of the
6 proposed PAGA Group (defined below), and Defendant Universal Health Services of Rancho
7 Springs, Inc., (“Defendant”) (collectively, the “Parties,” individually a “Party”). This Agreement is
8 subject to approval of the Court and is made for the sole purpose of attempting to consummate the
9 settlement of the Action (defined below) on a PAGA basis subject to the following terms and
10 conditions. As detailed below, in the event the Court does not enter an order granting approval of
11 the PAGA Settlement (defined below) and enter judgment thereon, or the conditions precedent are
12 not otherwise met for any reason, this Agreement is void and of no force or effect whatsoever.

13 1. **DEFINITIONS**

14 As used in this Agreement, the following terms and/or phrases shall have the meanings
15 specified below. To the extent terms and/or phrases used in this Agreement are not specifically
16 defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into
17 this definition section.

18 1.1 **Action**. “Action” shall mean this civil action entitled *Pamela Race vs. Southwest*
19 *Healthcare System Auxiliary; Southwest Healthcare Inland Valley Hospital; Southwest Healthcare*
20 *Rancho Springs Hospital*, San Diego Superior Court, Case No. 24CU021889C, filed on or about
21 November 12, 2024, the underlying initial PAGA Notice sent to the Labor and Workforce
22 Development Agency (“LWDA”) by Plaintiff Race on August 30, 2024, the amended PAGA
23 Notice sent to the LWDA by Plaintiff Race on April 28, 2026 (the “Amended PAGA Notice”), and
24 the Operative Complaint.

25 1.2 **Approval and Fairness Hearing**. “Approval and Fairness Hearing” shall mean
26 the Court’s hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA
27 Settlement. At this hearing, the Court will also consider PAGA Counsel’s application for Attorneys’
28 Fees and Expenses, the Service Awards, the Administration Expenses, and approval of the PAGA

1 Payment.

2 1.3 **Approval Date.** “Approval Date” shall mean the date upon which the Court enters
3 an order granting approval of the PAGA Settlement and enters Judgment.

4 1.4 **Claims.** “Claims” shall mean the claims and theories asserted and causes of action
5 alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties
6 alleged in the Action.

7 1.5 **Court.** “Court” shall mean the Superior Court of California, in and for the County
8 of San Diego.

9 1.6 **Defendant.** “Defendant” shall mean Universal Health Services of Rancho
10 Springs, Inc.

11 1.7 **Defense Counsel.** “Defense Counsel” shall mean Stacey E. James and Jamie L.
12 Jacobs of Littler Mendelson PC who represent Defendant Universal Health Services of Rancho
13 Springs, Inc.

14 1.8 **Effective Date.** The “Effective Date” means the date this Settlement is approved
15 as provided herein and the Court’s order granting Settlement Approval and entry of Final Judgment
16 becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is
17 no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of
18 appeal may be filed pursuant to California Rules of Court 8.406 (i.e., 61 days after entry of the
19 Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial,
20 or in any other manner that confirms the validity of the order and judgment, the day after the last date
21 for filing a request for further review of the order and judgment approving this Settlement passes,
22 and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement
23 is affirmed and further review of the order is requested, the day after the review is finally resolved
24 and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court
25 does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any
26 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
27 will be null and void, and the Parties will be returned to their respective positions. The Effective
28 Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there

1 is no possibility of an appeal or further appeal that could potentially prevent this Settlement from
2 becoming final and binding. Within 14 days after Defendant funds the Gross Settlement Amount, the
3 Settlement Administrator will make all payments to the Aggrieved Employees and the LWDA.

4 1.9 **Service Award to Plaintiffs.** “Service Award” shall mean the amount of \$5,000
5 to each Plaintiff for their services in exchange for their general release of all claims, subject to Court
6 approval. Defendant will not oppose a request for \$5,000 to be paid to each Plaintiff from the Gross
7 Settlement Amount for a Service Award. Any portion of the Service Award allocations not approved
8 by the Court will revert to the PAGA Payment.

9 1.10 **Gross Settlement Amount (GSA).** “Gross Settlement Amount” and/or “GSA”
10 means the agreed upon non-reversionary settlement amount totaling \$841,579.00, for the Released
11 Claims asserted in this case, which includes the Attorneys’ Fees and Expenses, Settlement
12 Administration Fees, Service Award to Plaintiffs (if any), the LWDA Payment, and PAGA Members
13 Payments.

14 1.11 **Individual Settlements.** “Individual Settlements” shall mean the separate
15 amounts Defendant shall pay to each Plaintiff as consideration for each signing a separate individual
16 settlement agreement containing a complete, general release of individual claims arising from their
17 employment with or separation from Defendant (the “Individual Settlements”). The Individual
18 Settlement amounts will equal \$7,500 to Plaintiff Susan Mohamed; \$7,500 to Plaintiff Pamela Race;
19 and \$20,000 to Plaintiff Judith Smuland. From the Individual Settlements, for income tax purposes,
20 Defendant shall treat \$5,000 as wages for Plaintiff Race’s and Plaintiff Mohamed’s claimed past and
21 future lost earnings and any claimed unpaid wages, and shall treat \$15,000 as wages for Plaintiff
22 Smuland’s claimed past and future lost earnings and any claimed unpaid wages. The remaining
23 amounts for each Plaintiff shall be treated as non-wage damages, including for any claimed emotional
24 distress, additional penalties, and interest associated with the individual claims. The general releases
25 executed by each Plaintiff do not extend to any claims or actions to enforce this Agreement or to any
26 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
27 workers’ compensation benefits that arose at any time. Payments shall be made by Defendant within
28 five business days of the date Defendant makes payment of the Gross Settlement Amount to the

Settlement Administrator as set forth in Paragraph 7.1 below. These Individual Settlement Agreements are separate from the PAGA Claims covered by this Settlement and these Individual Settlements Agreements do not affect or reduce the PAGA Members Payment. The Plaintiffs will each provide an IRS Form W-9 to Defendant for the non-wage payments.

1.12 **Operative Complaint.** “Operative Complaint” shall mean the First Amended Complaint to be filed in this Action upon the expiration of the statutorily prescribed 65-day period under Labor Code section 2699.3. The Operative Complaint will include all claims that were or could have been alleged in the *Mohamed* Action, the *Smuland* Action, the *Race* PAGA Action, and the *Race* Arbitration Action, as set forth in the Amended PAGA Notice.

1.13 **PAGA Members Payment.** “PAGA Members Payment(s)” shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member based on the number of Pay Periods they worked in the PAGA Period in relation to the total aggregate number of Pay Periods worked by the Settlement Group Members during the PAGA Period.

1.14 **Net Settlement Amount (“NSA”).** “Net Settlement Amount” and/or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys’ Fees and Expenses, Settlement Administration Fees, and the Service Award to Plaintiffs (if any). The Parties intend that the NSA shall be sufficient to pay all PAGA Members Payments to Settlement Group Members and for the payment to the Labor Workforce and Development Agency (the “LWDA Payment”). The NSA allocation shall be made as follows: sixty-five percent (65%) to the LWDA Payment and thirty-five percent (35%) to the PAGA Members Payments.

1.15 **PAGA:** “PAGA” refers to the *Labor Code* Private Attorneys’ General Act of 2004, *Labor Code* §§ 2699, *et seq.*

1.16 **PAGA List:** “PAGA List” shall mean the information for each PAGA Member which Defendant shall compile from its business records and provide to the Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each Settlement Group Member, the following information: (a) full name; (b) last-known mailing address; (c) last known telephone number; (d) Social Security number; (e) dates of employment(s); and (f) number of Pay

1 Periods employed as a PAGA Member during the PAGA Period. The PAGA List will be provided
2 to the Settlement Administrator within thirty (30) days of Defendant's receipt of written notification
3 that the Court has granted approval of the Settlement.

4 1.17 **PAGA Counsel:** "PAGA Counsel" refers to Blumenthal Nordrehaug Bhowmik
5 De Blouw LLP, James Hawkins, APLC and, Ferraro Vega Employment Lawyers, Inc.

6 1.18 **Attorneys' Fees and Expenses:** "Attorneys' Fees and Expenses" shall mean
7 PAGA Counsel's attorneys' fees and expenses to be requested and subject to approval by the Court
8 at the time of the Approval and Fairness Hearing in an amount not to exceed \$280,526.33 for
9 attorneys' fees and in an amount not to exceed \$30,000 for expenses.

10 1.19 **PAGA Member(s):** "PAGA Member(s)," the "PAGA Employee(s)" "PAGA
11 Group," "Aggrieved Employees," and/or "Settlement Group Members" shall mean all individuals
12 who are or previously were employed by Defendant in California and classified as a non-exempt
13 employee at any time during the period November 12, 2023 to January 31, 2026 (the "PAGA
14 Period"). The Parties agree there are approximately 2,805 PAGA Member(s) who Defendant has
15 represented worked a total of 103,127 total pay periods during the PAGA Period.

16 1.20 **PAGA Period.** "PAGA Period" means the period from November 12, 2023 to
17 January 31, 2026.

18 1.21 **PAGA Release.** See Released Claims, defined in para. 1.25, *infra*.

19 1.22 **Parties.** "Parties" shall mean Plaintiffs (defined below) and Defendant.

20 1.23 **Pay Periods.** "Pay Periods" means the number of pay periods a PAGA Member
21 was employed and worked during the PAGA Period. At the time of mediation, on January 21, 2026,
22 Defendant represented there was approximately 103,127 pay periods during the PAGA Period.

23 1.24 **Plaintiffs.** "Plaintiffs" and "PAGA Representatives" shall mean Plaintiffs Judith
24 Smuland, Susan Mohamed, and Pamela Race.

25 1.25 **Released Claims.** "Released Claims" shall mean all PAGA claims for civil
26 penalties under *Labor Code* §§ 2698 *et seq.*, arising from the facts that were alleged or could have
27 been alleged in the Action, or are reasonably related to the factual allegations in the Action, regardless
28 of theory of liability, including claims under PAGA for alleged violations of Labor Code §§ 201,

202, 203, 204, 210, 218, 226, 226(a), 226.3, 226.7, 227.3, 246-248.7, 256, 510, 511, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 2100, 2698, 2699, 2802, 2804, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14), and the applicable IWC Wage Orders, including Wage Order 5, and for any and all claims for civil penalties, interest, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, that occurred during the PAGA Period related to the following: (i) Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including but not limited to minimum wages, overtime pay, double time pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, shift differentials, non-discretionary bonuses, alternative workweek schedules, etc.); (ii) Any claims for alleged failure to pay vested vacation pay in accordance with California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay vested vacation pay at the correct rate of pay; (iii) Any claims for alleged failure to accurately record and pay sick pay in accordance with California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay sick pay at the correct rate of pay; (iv) Any claims for alleged failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate of pay; (v) Any claim for alleged failure to authorize and permit rest breaks in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate of pay; (vi) Any claim for alleged failure to provide reimbursements for business related expenses, including but not limited to cell phone use, home office expenses/office supplies, and tuition reimbursement; (vii) Any claim for alleged failure to pay wages timely during employment or upon termination of employment; and (viii) Any claim for alleged failure to provide all/accurate information required to be on wage statements or to maintain accurate records of hours worked required by the California Labor Code.

Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class PAGA Period. Plaintiffs' individual claims are subject to a separate release.

1.26 **Released Parties.** “Released Parties” shall mean Defendant, UHS of Delaware, Inc., Universal Health Services, Inc., and each of their officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of its former and present parent corporations, sister corporations, subsidiaries, successors, predecessors, insurers, assigns, affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.27 **Settlement.** “Settlement” shall mean the settlement between the Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.28 **Settlement Administrator.** “Settlement Administrator” or “Administrator” shall mean Apex Class Action LLC, the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The Administrator’s fees and expenses are estimated to not exceed \$16,490.00.

1.29 **Settlement Letter.** “Settlement Letter” shall mean the letter that will be sent to each PAGA Member accompanying the PAGA Members Payments, which shall be substantially in the form, attached hereto as **Exhibit A.**

2. **RECITALS - FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On August 30, 2024, Plaintiff Race submitted an initial PAGA Notice to the Labor and Workforce Development Agency (“LWDA”). On or about November 12, 2024, Race filed her PAGA complaint entitled *Pamela Race vs. Southwest Healthcare System Auxiliary; Southwest Healthcare Inland Valley Hospital; Southwest Healthcare Rancho Springs Hospital*, in San Diego Superior Court, Case No. 24CU021889C (the “*Race* PAGA Action”). On or about March 19, 2025, the Parties stipulated to submit Plaintiff’s individual PAGA claims to arbitration with the American Arbitration Association (Case No. 01-25-0003-0189) in accordance with her arbitration agreement (the “*Race* Arbitration Action”).

2.2 On February 13, 2025, Plaintiff Smuland sent her PAGA Notice to the LWDA.

2.3 On April 22, 2025, Plaintiff Smuland filed her PAGA Complaint entitled *Judith Smuland v. Universal Health Services of Rancho Springs, Inc.*, in Riverside County Superior Court,

Case No. CVRI2502180 (the “*Smuland* Action”),

2.4 On March 5, 2025, Plaintiff Mohamed sent her PAGA Notice to the LWDA.

2.5 On May 12, 2025 Plaintiff Mohamed filed her PAGA Complaint entitled *Susan Mohamed v. Universal Health Services of Rancho Springs, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2502558 (the “*Mohamed* Action”). Before Plaintiff Mohamed’s individual claims were compelled to arbitration in accordance with her arbitration agreement, the Parties agreed to stay the case pending mediation.

2.6 On October 22, 2025, Plaintiff Mohamed submitted an amended PAGA Notice to the LWDA to add claims under Labor Code sections 226.3, 256, 204(b), 210, 516, 246-248.7, 218, 221, 1194.2, and 2100.

2.7 On December 29, 2025, Plaintiff Mohamed filed a first amended complaint including the additional claims alleged in her amended PAGA notice.

2.8 On January 21, 2026, the Parties participated in mediation with experienced wage and hour mediator Tripper Ortman, Esq. and, prior to the mediation, Plaintiffs requested, and received, informal discovery from Defendant to evaluate the claims and theories alleged and defenses thereto. With the continued assistance of the mediator, the Parties were able to resolve the matter.

2.9 Pursuant to the resolution reached between the Parties at mediation, Plaintiff Race submitted the Amended PAGA Notice with the LWDA on April 28, 2026 to include all PAGA claims that were or could have been asserted in the *Smuland* and *Mohamed* Actions. Upon the expiration of the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff Race will file the Operative Complaint, incorporating all PAGA claims that were or could have been asserted in the *Smuland* and *Mohamed* Actions as asserted in the Amended PAGA Notice. Plaintiff *Smuland* and Plaintiff Mohamed will also dismiss their Actions without prejudice and Plaintiff Race will dismiss her Arbitration Action with prejudice.

2.10 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms’-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant present and potential factors.

1 3. **ALLEGATIONS OF THE PAGA REPRESENTATIVES AND BENEFITS OF**
2 **THE SETTLEMENT**

3 3.1 The investigation and extensive exchange of information and informal discovery
4 conducted in this matter, as well as discussions between counsel have been adequate to give PAGA
5 Counsel an understanding of the merits of the Parties' respective positions and to evaluate the
6 potential value of the claims of the PAGA Group. The information and data exchanged by the Parties
7 prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits
8 of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

9 3.2 The Parties recognize and acknowledge the expense and delay of continued
10 lengthy proceedings necessary to prosecute the Action against Defendant through trial and through
11 appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued
12 litigation in complex actions such as this, as well as the difficulties and delays inherent in such
13 litigation, as well as those involved in potentially taking the claims of the PAGA Group to trial.
14 PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits
15 upon Plaintiffs and the Settlement Group Members and that an independent review of this Agreement
16 by the Court in the approval process will confirm this conclusion. Based on their own independent
17 investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the
18 Agreement is in the best interests of Plaintiffs and the PAGA Group.

19 4. **NO ADMISSION OF LIABILITY OR REPRESENTATIVE**
20 **MANAGEABILITY**

21 4.1 The Settlement is not an admission of any liability or wrongdoing by Defendant
22 UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC. (also sued as UNIVERSAL
23 HEALTH SERVICES OF RANCHO SPRINGS, INC. d/b/a SOUTHWEST HEALTHCARE
24 INLAND VALLEY HOSPITAL and UNIVERSAL HEALTH SERVICES OF RANCHO
25 SPRINGS, INC. d/b/a SOUTHWEST HEALTHCARE RANCHO SPRINGS HOSPITAL in the
26 *Race* PAGA Action and *Race* Arbitration Action). Defendant expressly denies any and all liability.
27 The Parties agree that representative treatment is for purposes of this Settlement only. If, for any
28 reason the Court does not approve this Settlement, Defendant reserves all available defenses to the

1 claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement,
2 this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not
3 be admissible except for proceedings to enforce or effectuate the Settlement and this Agreement.

4 4.2 Nothing in this Agreement nor any action taken or made in implementation
5 thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged,
6 issued, or used during the course of the negotiations leading to the Agreement, is intended by the
7 Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any
8 way in this case or any other judicial, arbitral, administrative, investigative or other forum or
9 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
10 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
11 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
12 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the
13 Court entered into in connection therewith.

14 4.3 The Parties agree that Plaintiffs' motion for approval of the Settlement and
15 Defendant's agreement thereto is for purposes of the Settlement of this Action only. If, for any
16 reason, the Settlement is not approved, this Agreement will not be admissible in this or any other
17 proceeding as evidence that (i) the Action should proceed forward, or (ii) Defendant is liable to
18 Plaintiffs or the Settlement Group Members as Plaintiffs alleged. In the event that this Agreement is
19 not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable,
20 Defendant will not be deemed to have waived, limited, or affected in any way any of its objections
21 or defenses in the Action, including, but not limited to, its ability to move to compel arbitration, raise
22 defenses in opposition to the Action, contest the merits of the claims and theories alleged, etc.

23 5. **SETTLEMENT CONSIDERATION**

24 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross
25 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
26 consideration for the Settlement and will be made in full and final payment of: (a) the Released
27 Claims; (b) Attorneys' Fees and Expenses; (c) Administration Expenses; (d) LWDA Payment; (e)
28 the Service Award to Plaintiffs (if any); and (d) the PAGA Members Payments to Settlement Group

Members, and any other obligation of Defendant under this Agreement.

5.2 **Payments to Settlement Group Members.** Each Settlement Group Member shall be eligible to receive a PAGA Members Payment. The Parties understand that Settlement Group Members who receive a PAGA Members Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated with the payment.

5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant (or its affiliates, parents or successors). Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policies or bonus programs, if any. Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies, and/or bonus programs for purpose of eligibility, vesting, benefit accrual, and/or any other purpose, and that additional contributions or benefits are not required by this Agreement. Defendant does not consider the PAGA Members Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendant (or its affiliates, parents or successors), if any.

5.4 **Attorneys' Fees and Expenses.** As part of the motion for approval of the Settlement, PAGA Counsel may submit an application for an award of Attorneys' Fees and Expenses. Defendant agrees not to object to any such fee, cost or expense application in line with this Agreement and in an amount not to exceed one third of the Gross Settlement Amount for attorneys' fees and \$30,000 for costs. The Attorneys' Fees payment shall be split as follows: 37.5% to BNBD, 37.5% to Hawkins, and 25% to Ferraro. The Expenses payment shall be allocated between firms

1 based upon the expenses actually incurred by each firm as set forth in the declarations of PAGA
2 Counsel. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees and costs only
3 in the manner reflected by this Agreement. Any PAGA Counsel Attorneys' Fee and Expenses
4 awarded by the Court shall be paid from the Gross Settlement Amount. If PAGA Counsel voluntarily
5 reduces the request for Attorneys' Fees and Expenses or the Court's award is less than set forth
6 above, the difference shall remain in and be included with the Net Settlement Amount. If the Court
7 does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the
8 payment methodology described herein, Plaintiffs' Counsel agrees not to seek additional review of
9 the Court's decision regarding attorneys' fees, and this Settlement will be enforceable.

10 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
11 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
12 represent the PAGA Group through the date of this Agreement; (b) all work to be performed and
13 costs to be incurred in connection with approval by the Court of the Settlement set forth in this
14 Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with
15 administering the Settlement through the Effective Date; and (d) may be based on the Catalyst Theory
16 and/or Common Fund Doctrine.

17 5.5 **Payment of Attorneys' Fees and Expenses.** Attorneys' Fees and Expenses as
18 awarded by the Court shall be paid by the Settlement Administrator within thirty (30) days of the
19 Effective Date.

20 5.6 **Escalator Clause.** Defendant estimates there are the equivalent of 103,127 bi-
21 weekly pay periods during the PAGA Period. If that number increases by more than 10% (i.e., by
22 more than 113,440 bi-weekly pay periods) during the PAGA Period, Defendant shall have the option
23 to either: (1) have the Released PAGA Claims be released only for 103,127 bi-weekly pay periods;
24 or (2) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in
25 the number of pay periods worked by the Aggrieved Employees above 103,127.

26 6. **ADMINISTRATION COSTS AND EXPENSES**

27 6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses
28 due to the Settlement Administrator in connection with its administration of the Settlement described

in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and PAGA Members Payments, performing a National Change of Address database search to update Settlement Group Members' addresses prior to the mailing, performing skip-traces to locate and update Settlement Group Members' addresses, calculating, and distributing PAGA Members Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

7. **FUNDING AND DISTRIBUTION**

7.1 **Funding of the Gross Settlement Amount.** Defendant will pay to the Settlement Administrator the Gross Settlement Amount within fourteen (14) days of the Effective Date.

7.2 **Distribution of the Gross Settlement Amount.** Within 14 calendar days after Defendant funds the GSA, the Administrator will pay to Settlement Group Members, their PAGA Members Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Expenses; to the LWDA, the Court-approved LWDA Payment; Service Awards to Plaintiffs (if any); and to the Administrator, the Court-awarded Administration Fees and Expenses. The NSA allocation shall be made as follows: sixty-five percent (65%) to the Labor Workforce and Development Agency and thirty-five percent (35%) to the PAGA Members Payments.

7.3 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one hundred eighty days (180) to cash their checks. Funds from uncashed or returned checks will be distributed to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

7.4 **Discharge of Obligations.** Defendant fully discharge its obligation to Plaintiffs and the PAGA Employees through Defendant's payment of the Gross Settlement Amount to the QSF, regardless of whether checks are received and/or negotiated by PAGA Employees. Once Defendant has complied with its obligation to fund the Gross Settlement Amount, it will be deemed to have satisfied all terms and conditions under this Agreement, and Defendant shall be entitled to all protections afforded to it under this Agreement, regardless of what occurs with respect to the further administration of the Settlement, including any requests to be included as PAGA Employees, challenges to the completeness or accuracy of any PAGA Payment, or issues regarding the

1 completeness or accuracy of pay period calculations or the settlement data. Neither Defendant nor
2 Plaintiffs shall bear any liability for lost or stolen checks, forged signatures on checks, or
3 unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission,
4 the same is true for the Settlement Administrator.

5 7.5 **SETTLEMENT ADMINISTRATOR DUTIES.**

6 The Settlement Administrator has a duty to perform or observe all tasks to be performed or
7 observed by the Settlement Administrator contained in this Agreement or otherwise. The Settlement
8 Administrator will, as necessary, print, copy, format, and translate materials, mail notices to PAGA
9 Employees, perform a skip trace for undeliverable addresses, establish and maintain a QSF, obtain
10 appropriate tax identification numbers, calculate PAGA Members Payments, calculate taxes, prepare
11 and file all required IRS Forms, mail PAGA Members Payments and tax forms, establish a hotline
12 telephone number for PAGA Employee communications, post notices regarding settlement on the
13 Settlement Administrator's website, remit all tax payments and required documentation to federal and
14 state taxing authorities, implement the process for any uncashed settlement checks, and perform all
15 other duties associated with settlement administration, including, but not limited to, all those specified
16 in this Agreement. Any dispute relating to settlement administration shall, after good-faith efforts by
17 the Parties to resolve the dispute, be referred to the Court.

18 8. **NULLIFICATION OF THIS AGREEMENT**

19 8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to
20 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
21 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed,
22 modified or declared or rendered void, then the Settlement shall be considered null and void, and
23 neither the Settlement nor any of the related negotiations or proceedings shall be of any force or
24 effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the
25 Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the
26 Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate
27 approval. In the event the Court awards less than the requested amounts for Administration Fees,
28 PAGA Counsel's Attorneys' Fees and Expenses, Service Awards to Plaintiffs (if any), or the PAGA

Members Payment, the difference shall become part of the Net Settlement Amount.

8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. **MOTION OR STIPULATION FOR COURT APPROVAL**

9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement.

10. **RELEASES AND WAIVERS**

10.1 **Plaintiffs' Release.** Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time up to the execution of this Agreement, including, but not limited to: (a) the Released Claims; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the Amended PAGA Notice; and (c) all claims arising from Plaintiffs' employment with Defendant.

10.2 **Plaintiffs' Release.** Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

10.3 **Plaintiffs' Waiver of Rights Under California Civil Code § 1542.** Plaintiffs acknowledge they are releasing all rights under California Civil Code section 1542, which provides

as follows:

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

This waiver of rights under section 1542 applies solely to Plaintiffs' individual claims released in connection with their respective Individual Settlement Agreements, and does not apply to, and shall not be construed to affect, the PAGA Claims released on a representative basis on behalf of the State of California.

10.4 **Settlement Group Members' Release.** Upon the Effective Date, Plaintiffs, the Settlement Group Members, and the State of California vis-à-vis the LWDA, shall hereby release the Released Parties for the Released Claims arising during the PAGA Period.

11. **DUTIES OF THE PARTIES**

11.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to obtain the Court's Approval of this Agreement and effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to obtain the Court's approval of this Agreement.

11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to effectuate Approval of this Settlement and defend this Settlement from any legal challenge, whether by appeal or collateral attack.

11.3 **No Right of PAGA Employees to Object or Opt-Out.** The Parties agree there is no statutory right for any PAGA Employee to object, opt out, or otherwise exclude himself or

1 herself from the Settlement. Except as otherwise stated, Plaintiffs will vigorously defend against any
2 attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to
3 or opt-out of this Settlement. The Parties further agree there is no right or opportunity for any PAGA
4 Employee to appeal the approval of the Settlement by the Court.

5 12. **MISCELLANEOUS PROVISIONS**

6 12.1 **No Pending Lawsuits By Plaintiffs.** Other than this Action, the *Mohamed*
7 Action, the *Smuland* Action, the *Race* PAGA Action, and the *Race* Arbitration Action, Plaintiffs
8 represent that they do not have any pending lawsuits, administrative complaints, or charges against
9 Defendant or the Released Parties in any local, state, or federal court or administrative agency.
10 Plaintiffs further acknowledge that all claims raised therein, if any, shall be fully and finally
11 extinguished by virtue of this Settlement Agreement, Plaintiffs' Individual Settlements, and the
12 Court's Settlement Approval order.

13 12.2. **Different Facts.** The Parties hereto, and each of them, acknowledge that, except
14 for matters expressly represented herein, the facts in relation to the disputes and all claims released
15 by the terms of this Agreement may turn out to be other than or different from the facts now known
16 by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party
17 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
18 agrees that this Agreement shall be in all respects effective and binding despite such difference.

19 12.3 **No Prior Assignments.** The Parties represent, covenant, and warrant that they
20 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action,
22 and/or right herein released or discharged, except as set forth herein.

23 12.4 **No Tax Advice.** Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense
24 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement
25 be relied upon as such within the meaning of United States Treasury Department Circular 230 (31
26 CFR Part 10, as amended) or otherwise.

27 12.5 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to
28 be an admission by any Party of any liability, culpability, negligence, or wrongdoing, toward any

1 other Party, or any other person, including but not limited to members of the PAGA Group, and the
2 Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any
3 other person. Each of the Parties has entered into this Agreement with the intention to avoid further
4 disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein
5 shall constitute any admissions by Defendant of wrongdoing or liability, or of the truth of any factual
6 allegations in the Action. Nothing herein shall constitute any admission by Defendant regarding the
7 merits of the Claims in this Action. Nothing herein shall constitute an admission by Defendant that
8 the Action was properly brought as a representative action other than for settlement purposes. To the
9 contrary, Defendant has denied and continues to deny each and every material factual allegation and
10 all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement,
11 and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the
12 Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of
13 any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations
14 in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or
15 evidence of any fault or omission on the part of Defendant in any civil, criminal, or administrative
16 proceeding in any court, administrative or other agency, or other tribunal.

17 12.6 **Media or Press.** Neither Plaintiffs nor Plaintiffs' counsel will publicize this
18 Settlement by Defendant's names or locations, through a press release, posting on counsels' website,
19 in social media, or by any other public means, other than necessary court filings and proceedings
20 associated with the Settlement. Nothing in this provision is intended to prohibit (a) Plaintiffs from
21 discussing this Settlement with their spouse(s) or partner(s), attorneys or tax advisor; (b) Plaintiffs'
22 counsel from communicating with PAGA Employees in this case, the Labor Workforce Development
23 Agency or with the Court in which this Action is pending; or (c) Plaintiffs' Counsel from discussing
24 in court filings information about the case and settlement available in the public record for the limited
25 purpose of allowing counsel to either establish adequacy of counsel or for purposes of seeking court
26 approval of other representative settlements. Plaintiffs and Defendant, and their respective counsel,
27 agree to limit public comment on this Settlement, the Action, and claims in the Action, by agreeing
28 to only stating that the matter has been resolved to the satisfaction of the Parties. The Parties and

1 their respective counsel shall not initiate public comment and/or discuss with or present to the media
2 or press.

3 12.7 **Construction.** The Parties hereto agree that the terms and conditions of this
4 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
5 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
6 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
7 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
8 extended to the next business day.

9 12.8 **Governing Law.** This Agreement is intended to and shall be governed by the laws
10 of the State of California, without regard to conflict of law principles, in all respects, including
11 execution, interpretation, performance, and enforcement.

12 12.9 **Captions and Interpretations.** Section titles or captions contained herein are
13 inserted as a matter of convenience and for reference only, and in no way define, limit, extend, or
14 describe the scope of this Agreement or any provision thereof.

15 12.10 **Modification.** This Agreement may not be changed, altered, or modified, except
16 in writing signed by the Parties and approved by the Court. This Agreement may not be discharged
17 except by performance in accordance with its terms or by a writing signed by the Parties.

18 12.11 **Integration Clause.** This Agreement contains the entire agreement between the
19 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
20 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
21 or written, and whether by a Party or such Party's legal counsel, are hereby superseded. No rights
22 under this Agreement may be waived except in writing as provided above.

23 12.12 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
24 benefit of the Parties and Settlement Group Members and their respective present and former heirs,
25 spouses, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
26 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
27 benefit plans, fiduciaries, parent companies, sister companies, subsidiaries, affiliates, related
28 companies, joint ventures, predecessors, successors, and assigns.

1 12.13 **Confidentiality.** Any Settlement shall remain confidential until an application or
2 motion for approval is filed with the court. Furthermore, outside of required Court filings and
3 notice(s) to the LWDA, no public comment, communications to media, or any form of advertising
4 or public announcement (including social media) regarding the case shall be made by Plaintiffs or
5 PAGA Counsel at any time.

6 12.14 **Use and Return of Aggrieved Employee Data.** Information provided to PAGA
7 Counsel pursuant to *Evidence Code* § 1152, and all copies and summaries of the PAGA List provided
8 to PAGA Counsel by Defendant or Defendant's Counsel in connection with the mediation, other
9 settlement negotiations, or in connection with the Settlement, may be used only with respect to this
10 Settlement, and no other purpose, and may not be used in any way that violates any existing
11 contractual agreement, statute, or rule of court. Upon distribution of all Settlement funds, Plaintiffs
12 and PAGA Counsel shall destroy all confidential documents related to the PAGA Actions and this
13 Settlement. Within twenty-one (21) days of the distribution of all Settlement funds, PAGA Counsel
14 shall confirm in writing that it has returned or destroyed all Defendant's confidential information,
15 including any and all time and/or payroll information that was exchanged informally related to the
16 Aggrieved Employees.

17 12.15 **Corporate Signatories.** Any person executing this Agreement or any such related
18 document on behalf of a corporate signatory or partnership hereby warrants and promises, for the
19 benefit of all Parties hereto, that such person has been duly authorized by such corporation or
20 partnership to execute this Agreement or any related document.

21 12.16 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately
22 warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
23 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
24 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
25 of this Agreement including any amendments to this Agreement

26 12.17 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement
27 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

JAMES HAWKINS APLC
James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff SUSAN MOHAMED

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Victoria B. Rivapalacio (State Bar #275115)
victoria@bamlawca.com
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff JUDITH SMULAND

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Rick Waltman (State Bar No. 306463)
Ricardo De Leon (State Bar No. 365493)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com

1 Attorneys for Plaintiff PAMELA RACE

2 **To Defendant:**

3 Stacey E. James, Bar No. 185651
sjames@littler.com

4 Jamie L. Jacobs, Bar No. 325564
jjacobs@littler.com

5 LITTLER MENDELSON, P.C.

501 W. Broadway, Suite 900

6 San Diego, California 92101

Telephone: 619.232.0441

7 Facsimile: 619.232.4302

Attorneys for Defendant UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.

8
9 12.19 **Execution in Counterparts.** This Agreement shall become effective upon its
10 execution by all of the undersigned. Original (not electronic) signatures are required on this
11 Agreement and this Agreement may be executed in one or more counterparts. All executed
12 counterparts and each of them will be deemed to be one and the same instrument if counsel for the
13 Parties will exchange between themselves signed counterparts. Any executed counterpart will be
14 admissible in evidence to prove the existence and contents of this Agreement.

15 12.20 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided
16 for in this Agreement, each Party shall bear their or its own attorneys' fees, costs, and expenses,
17 taxable or otherwise, incurred by them in or arising out of the Action, and shall not seek
18 reimbursement thereof from any other Party to this Agreement; provided, however, in the event that
19 Plaintiffs or Defendant institute any legal action or other proceeding against any other party to
20 enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement,
21 the successful party will be entitled to recover from the unsuccessful Party or Parties reasonable
22 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
23 actions.

24 12.21 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
25 the Action shall be stayed, except to effectuate the terms of this Agreement or unless nullified as set
26 forth above.

27 12.22 **Waiver.** No waiver of any condition or covenant contained in this Settlement or
28 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the below dates of the signatures of their representatives. The date of the Agreement shall be the date
3 of the last signature.

4
5 Dated: 6/5, 2026

Plaintiff PAMELA RACE

6
7 By:  _____

8 PAMELA RACE

9 Dated: 6/5, 2026

Plaintiff JUDITH SMULAND

10
11
12 By: _____

JUDITH SMULAND

13 Dated: ____, 2026

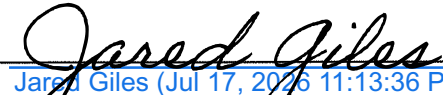
Plaintiff SUSAN MOHAMED

14
15
16 By: _____

SUSAN MOHAMED

17 Dated: 07/17, 2026

Defendant UNIVERSAL HEALTH SERVICES OF RANCHO
18 SPRINGS, INC

19
20 By:  _____

21 Jared Giles (Jul 17, 2026 11:13:36 PDT)

22
23
24
25 [Signatures continued on Next Page]

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the below dates of the signatures of their representatives. The date of the Agreement shall be the date
3 of the last signature.
4

5 Dated: Plaintiff PAMELA RACE
6

7 By: _____
8 PAMELA RACE

9 Dated: Plaintiff JUDITH SMULAND
10

11 By: _____
12 JUDITH SMULAND

13 Dated: June 21, 2026
14

Plaintiff SUSAN MOHAMED

15 By: Susan Mohamed
16 ~~SUSAN MOHAMED~~

17 Defendant UNIVERSAL HEALTH SERVICES OF RANCHO
18 SPRINGS, INC
19

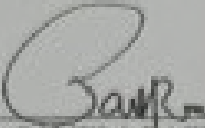
20 By: _____
21
22
23

24 [Signatures continued on Next Page]
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28

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
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3 of the last signature.
4

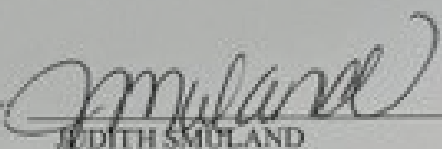
5 Dated: 6/5, 2026

Plaintiff PAMELA RACE

6
7 By: 
8 PAMELA RACE

9 Dated: 6/5, 2026

Plaintiff JUDITH SMULAND

10
11 By: 
12 JUDITH SMULAND

13 Dated: 6/14, 2026

Plaintiff SUSAN MOHAMED

14
15
16 By: _____

SUSAN MOHAMED

17 Dated: ___, 2026

Defendant UNIVERSAL HEALTH SERVICES OF RANCHO
18 SPRINGS, INC
19

20 By: _____
21
22
23
24

25 [Signatures continued on Next Page]
26
27
28

1 APPROVED AS TO FORM:

2 ~~June 27,~~
Dated: ~~May~~, 2026

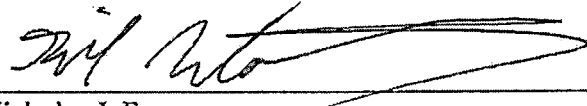
JAMES HAWKINS, APLC

3
4
5 By: 

6 James R. Hawkins
Gregory Mauro
Attorneys for Plaintiff SUSAN MOHAMED

7
8 ~~June 8~~
Dated: ~~May~~, 2026

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

9
10
11 By: 

12 Nicholas J. Ferraro
Lauren N. Vega
Rick A. Waltman
Ricardo De Leon
Attorneys for Plaintiff PAMELA RACE

13
14 Dated: May , 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

15
16
17 By: _____

18 Norman B. Blumenthal
Kyle R. Nordehaug
Aparajit Bhowmik
Piya Mukherjee
Victoria B. Rivapalacio
Attorneys for Plaintiff JUDITH SMULAND

19
20
21
22
23 Dated: May , 2026

LITTLER MENDELSON, P.C.

24
25
26 By: _____

27 Stacey E. James
Jamie L. Jacobs
Attorneys for Defendant UNIVERSAL HEALTH
SERVICES OF RANCHO SPRINGS, INC

1 APPROVED AS TO FORM:

2 Dated: May , 2026

JAMES HAWKINS, APLC

3
4
5 By: _____

6 James R. Hawkins
7 Gregory Mauro
8 Attorneys for Plaintiff SUSAN MOHAMED

9
10 Dated: ~~May~~ June 8 , 2026

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

11 By: _____

12 Nicholas J. Ferraro
13 Lauren N. Vega
14 Rick A. Waltman
15 Ricardo De Leon
16 Attorneys for Plaintiff PAMELA RACE

17 Dated: June 30, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

18 By: _____

19 Kyle Nordrehaug
20 Aparajit Bhowmik
21 Piya Mukherjee
22 Victoria B. Rivapalacio
23 Attorneys for Plaintiff JUDITH SMULAND

24 Dated: July 17, 2026

LITTLER MENDELSON, P.C.

25 By: _____

26 Stacey E. James
27 Jamie L. Jacobs
28 Attorneys for Defendant UNIVERSAL HEALTH
SERVICES OF RANCHO SPRINGS, INC