

PAGA SETTLEMENT AGREEMENT

Subject to Court approval, this PAGA Settlement Agreement (“Agreement”) is made by and between Rosa Faldon and Kevin Tobin, individually and on behalf of other allegedly aggrieved employees (“Plaintiffs”) and Defendant Adventist Health System/West, a California Corporation (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Kevin Tobin et al. v. Adventist Health System/West*, Case No. S-CV-0049484, currently pending in Placer County Superior Court.
- 1.2. “Administrator” means Apex Class Action Administration Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, to reimburse its reasonable fees and expenses incurred in connection with the administration of the Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt or hourly paid employees of Defendant who have worked in a Revenue Cycle or IT Department, as those terms are defined herein and according to Defendant’s records, in the State of California between October 19, 2019 and the date of the Approval Order or October 15, 2024, whichever is earlier.
- 1.5. “Aggrieved Employee Data” means each Aggrieved Employees’ name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court Order Granting Approval of this PAGA Settlement, approving this Agreement and entering judgment thereon, in the form substantially similar to that attached hereto as **Exhibit D**.
- 1.8. “Complaint” means all Complaints filed by Plaintiffs, including the PAGA Complaint filed by Rosa Faldon in Kings County Superior Court, Case No. 23C-0069, all amended Complaints, and the most recently filed Complaint in the Action.
- 1.9. “Court” means the Superior Court of California, County of Placer.
- 1.10. “Defendant” means Adventist Health System/West.

- 1.11. “Defense Counsel” means Daniel Whang, Kerry Friedrichs, and Bailey Bifoss of Seyfarth Shaw, LLP. For purposes of providing any notices required under this Agreement, Defense Counsel shall refer to Daniel Whang, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067.
- 1.12. “Effective Date” means the date on which the latest of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing approval of the Settlement and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Court’s Approval Order and Judgment with no right to pursue further remedies or relief.
- 1.13. “Gross Settlement Amount” means \$1,865,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.14. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of the Net Settlement Amount (*i.e.*, 25% of the PAGA Penalties) calculated according to the number of Pay Periods that each Aggrieved Employee worked during the PAGA Period.
- 1.15. “IT Department” refers to the departments and job titles listed on **Exhibit B** to this Agreement.
- 1.16. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.17. “LWDA” means the California Labor and Workforce Development Agency.
- 1.18. “LWDA Notice” means Plaintiffs’ letters to Defendant and the LWDA, including any amendments thereto, pursuant to Labor Code section 2699.3(a).
- 1.19. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.20. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount (representing 25% of the PAGA Penalties) is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.21. “Notice of Settlement” means the notice sent by the Administrator to Aggrieved Employees along with their Individual PAGA Payments, in the form substantially similar to that attached hereto as **Exhibit C**.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.23. “PAGA Counsel” means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation and Greg Mauro, James Hawkins, of James Hawkins, APLC.
- 1.24. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel, subject to Court approval, for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.25. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.26. “PAGA Period” means the period from October 19, 2019 to the date of the Approval Order or October 15, 2024, whichever is earlier, and except as provided in Paragraph 4.1 below.
- 1.27. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (the “Net Settlement Amount”) and 75% to LWDA (the “LWDA PAGA Payment”) in settlement of PAGA claims.
- 1.28. “Plaintiffs” refers to Kevin Tobin and Rosa Faldon.
- 1.29. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.30. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.31. “Revenue Cycle Department” refers to the departments and job titles listed on **Exhibit A** to this Agreement.
- 1.32. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On November 16, 2022, Kevin Tobin filed a PAGA Complaint against Defendant in Placer County Superior Court, designated Case Number S-CV-0049484.
- 2.2. On March 6, 2023, Rosa Faldon filed a PAGA Complaint against Defendant in Kings County Superior Court, designated Case Number 23C-0069.
- 2.3. On June 27, 2023, Kevin Tobin filed a First Amended Complaint, informally consolidating the two cases in Placer County Superior Court, pursuant to Case No.: S-CV-049484.
- 2.4. Plaintiff obtained, through informal discovery, statistical data, including records of Defendants’ employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, the number

of pay periods in the PAGA Period, and the total number of aggrieved employees. Thereafter, the Parties engaged in serious, arms-length and non-collusive negotiations.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendants promise to pay \$1,865,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees 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 Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement Amount, which is currently estimated to be \$620,400.00, and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, such Payment awards shall not give rise to a basis on which to abrogate the Agreement and the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, 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 \$30,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$30,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
 - 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Gross Settlement Amount less the deductions listed above (currently estimated to be \$1,184,600.00) to be paid from the Gross Settlement Amount, with 75% (currently estimated to be \$888,450.00) allocated to the LWDA PAGA Payment and 25% (currently estimated to be \$296,150.00) allocated to the Individual PAGA Payments.

- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Net Settlement Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment, and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 3,530 Aggrieved Employees who collectively worked 198,889 PAGA Pay Periods. If the actual number of PAGA Pay Periods exceeds this estimate by more than ten percent (10%), Defendant, in its sole and absolute discretion, shall have the option to increase the Gross Settlement Amount proportionally for the overage (*i.e.*, if the number of PAGA Pay Periods exceeds Defendant's estimate by 11%, Defendant shall increase the Gross Settlement Amount by 1%) *or* to limit the PAGA Period such that the PAGA Period ends on the date when Aggrieved Employees have worked no more than 1.10x the Pay Period count above.
- 4.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 45 days after the Effective Date.
- 4.4. 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, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The

face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement. The Individual PAGA Payments will not be used to calculate any additional benefits under any benefit plans for which any Aggrieved Employee may be eligible, including but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plan.

5. RELEASES OF CLAIMS.

- 5.1 Release by Aggrieved Employees. Effective on the date when the Court enters its Approval Order, all Aggrieved Employees and the LWDA will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the LWDA Notice. This Release specifically includes but is not limited to claims for penalties based on underlying alleged violations for: failure to pay minimum wage, including but not limited to failure to pay minimum wage for any uncontrolled or controlled standby hours; failure to pay overtime, including but not limited to any failure to properly calculate and pay overtime wages at the appropriate rate and/or using the appropriate workday and/or workweek; meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for

meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; untimely payment of wages; wage statement violations; waiting time penalties; failure to reimburse business expenses; failure to maintain accurate records; and failure to provide a safe and healthful workplace. This Release shall include all theories giving rise to a claim for civil penalties arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 222, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, as well as the corresponding sections of any applicable Wage Order including without limitation IWC Wage Order 5. As a result of this release, the Aggrieved Employees and LWDA will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for any violations of the Released Claims that took place during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's signed Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration (Apex) to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional

relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. 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.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

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 PAGA Complaint 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 approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each Aggrieved Employee shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. Aggrieved Employees shall not contact Defendant, any of the Released Parties, or Defense Counsel
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Confidential Information. Information provided to PAGA Counsel by Defendant and/or Defense Counsel in preparation for mediation, other settlement negotiations, or in connection with the Settlement (“Confidential Information”), 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 60 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Confidential Information.
- 9.13 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.
- 9.14 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.
- 9.15 Publicity. Plaintiffs and PAGA Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any Party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. However, for the limited purpose of allowing PAGA Counsel to prove adequacy as class counsel in other actions, PAGA Counsel may disclose the name of the Parties in this action and the venue/case number of this action, and the Gross Settlement Amount, for such purposes. Nothing in this provision shall prevent the parties from making any required disclosure.
- 9.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email.
- 9.17 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.

9.18 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.

DocuSigned by:

D27867E8C0A5449



Plaintiff Kevin Tobin

Dated: 9/3/2024

By: Meredith Jobe, Secretary Office of General Council

Adventist Health System/West, A California Corporation

Dated: 09/05/2024

Rosa Faldon

Plaintiff Rosa Faldon

Dated: 08 / 30 / 2024

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW
CORPORATION

SEYFARTH SHAW, LLP

Roman Otkupman

Bailey Bifoss

Roman Otkupman

Daniel Whang

Nidah Farishta

Bailey Bifoss

Counsel For Plaintiff, Rosa Faldon

Counsel For Defendant

9/5/2024
Dated: _____

9/5/2024
Dated: _____

APPROVED AS TO FORM:

JAMES HAWKINS, APLC

James Hawkins

Gregory Mauro

Counsel For Plaintiff, Kevin Tobin

Dated: 09/03/2024 _____

EXHIBIT A

JOB TITLE	HRDEPTNAME	Cost Center
ACCOUNTING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
ACCOUNTING CASHIER	400-896700-RC PFS - SUPPORT SERVICES	400-896700
APPLICATION ANALYST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
ASSOCIATE CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REVCYCLE - CDI - IP (NON-CERNER)	400-853108
BENEFIT NAVIGATOR	400-898402-RC PA - ACUTE REG - AHGL	400-898402
BENEFIT NAVIGATOR	400-898204-RC PA - ACUTE REG - AHUV	400-898204
BENEFIT NAVIGATOR	400-898502-RC PA - ACUTE GENERAL	400-898502
BENEFIT NAVIGATOR	400-898205-RC PA - ACUTE REG - AHM	400-898205
BENEFIT NAVIGATOR	400-898401-RC PA - ACUTE REG - AHWM	400-898401
BENEFIT NAVIGATOR	400-898301-RC PA - ACUTE REG - AHL	400-898301
BENEFIT NAVIGATOR	400-898201-RC PA - ACUTE REG - AHSH	400-898201
BENEFIT NAVIGATOR	400-898207-RC PA - ACUTE REG - AHRO	400-898207
BENEFIT NAVIGATOR	400-898308-RC PA - ACUTE REG - AHBD	400-898308
BENEFIT NAVIGATOR	400-898403-RC PA - ACUTE REG - AHSV	400-898403
BENEFIT NAVIGATOR	400-898304-RC PA - ACUTE REG - AHTR	400-898304
BENEFIT NAVIGATOR	400-898306-RC PA - ACUTE REG - AHSR	400-898306
BENEFIT NAVIGATOR	400-898302-RC PA - ACUTE REG - AHF	400-898302
BILLING ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
BILLING ASSOCIATE	400-895500-RC PRE-SERVICES/REGISTRATION - AMBULATORY	400-895500
BILLING ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
BILLING ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
BILLING ASSOCIATE (GOVERNMENT)	400-896501-RC PFS - FOLLOW UP	400-896501
BILLING FOLLOW UP ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
BILLING FOLLOW UP ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
BILLING FOLLOW UP ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
BILLING FOLLOW UP ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
BILLING FOLLOW UP ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
BILLING FOLLOW UP ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
BILLING FOLLOW UP ASSOCIATE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
BILLING FOLLOW UP ASSOCIATE	400-896701-RC PFS - HURON GENERAL	400-896701
BILLING FOLLOW UP ASSOCIATE	400-890000-RC HMS ADMINISTRATION	400-890000
BILLING FOLLOW UP ASSOCIATE	400-896100-RC PFS - PORTLAND GENERAL	400-896100
BILLING FOLLOW UP ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200

BILLING FOLLOW UP ASSOCIATE	400-893000-RC ADMINISTRATION	400-893000
BILLING FOLLOW UP ASSOCIATE	400-854100-REVCYCLE - SHARED SERVICES CENTER	400-854100
BILLING FOLLOW UP ASSOCIATE (GOVERNMENT)	400-896501-RC PFS - FOLLOW UP	400-896501
CARE MANAGEMENT COORDINATOR	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
CARE MANAGEMENT COORDINATOR	400-853111-REVCYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
CARE MANAGEMENT COORDINATOR (PD)	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
CASH POSTING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
CASH POSTING ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
CASH POSTING ASSOCIATE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
CASH POSTING ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
CDM COORDINATOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
CERTIFIED CODER	400-894200-RC CODING - AMBULATORY	400-894200
CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
CERTIFIED CODER	400-890000-RC HMS ADMINISTRATION	400-890000
CERTIFIED CODER	400-854600-REVCYCLE - CODING	400-854600
CERTIFIED CODER	400-897101-RC - HIM & CODING - AHPL	400-897101
CERTIFIED CODER	400-853001-RC - ACQUISITIONS	400-853001
CERTIFIED CODER, ACUTE HOSPITAL ANCILLARY (OUTPATIENT)	400-894100-RC CODING - ACUTE	400-894100
CHARGE CAPTURE ASSOCIATE	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
CHARGE CAPTURE ASSOCIATE	400-893000-RC ADMINISTRATION	400-893000
CLERICAL ASSOCIATE	400-898502-RC PA - ACUTE GENERAL	400-898502
CLINICAL DATA ANALYST	400-897501-RC - HIM - HURON GENERAL	400-897501
CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REVCYCLE - CDI - IP (NON-CERNER)	400-853108
CLINICAL DOCUMENTATION INTEGRITY SPECIALIST - CLINIC OUTPATIENT	400-853109-REVCYCLE - CDI - OP (NON-CERNER)	400-853109
CODER TECHNICIAN	400-894100-RC CODING - ACUTE	400-894100
CODER TECHNICIAN	400-890000-RC HMS ADMINISTRATION	400-890000
CUSTOMER SERVICE ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
CUSTOMER SERVICE ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
CUSTOMER SERVICE ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
DATA INTEGRITY ANALYST	400-897501-RC - HIM - HURON GENERAL	400-897501
DATA INTEGRITY ANALYST	400-854400-REVCYCLE - HIM	400-854400
ED CHARGE AUDITOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
HIM TECHNICIAN	400-897502-RC - HIM - ANALYSIS	400-897502
HIM TECHNICIAN	400-897302-RC - HIM - AHHF	400-897302

HIM TECHNICIAN	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
HIM TECHNICIAN	400-897306-RC - HIM - AHSR	400-897306
HIM TECHNICIAN	400-897201-RC - HIM - AHSH	400-897201
HIM TECHNICIAN	400-897402-RC - HIM - AHGL	400-897402
HIM TECHNICIAN	400-897204-RC - HIM - AHUV	400-897204
HIM TECHNICIAN	400-897308-RC - HIM - AHBD	400-897308
HIM TECHNICIAN	400-854400-REVCYCLE - HIM	400-854400
HIM TECHNICIAN	400-897205-RC - HIM - AHHM	400-897205
HIM TECHNICIAN	400-897301-RC - HIM - AHLM	400-897301
HIM TECHNICIAN	400-897309-RC - HIM - AHTV	400-897309
HIM TECHNICIAN	400-897403-RC - HIM - AHSV	400-897403
HIM TECHNICIAN	400-897207-RC - HIM - AHRO	400-897207
HIM TECHNICIAN	400-897307-RC - HIM - AHDL	400-897307
HIM TECHNICIAN	400-897304-RC - HIM - AHTR	400-897304
HIM TECHNICIAN	400-897401-RC - HIM - AHWM	400-897401
HIM TECHNICIAN	400-897501-RC - HIM - HURON GENERAL	400-897501
HIM TECHNICIAN	400-897404-RC - HIM - AHMB	400-897404
IMAGING SCHEDULING ASSOCIATE (OUTPATIENT)	400-893000-RC ADMINISTRATION	400-893000
LEAD BILLING ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
LEAD BILLING FOLLOW UP ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
LEAD BILLING FOLLOW UP ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
LEAD BILLING FOLLOW UP ASSOCIATE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD BILLING FOLLOW UP ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
LEAD BILLING FOLLOW UP ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
LEAD CARE MANAGEMENT COORDINATOR	400-853111-REVCYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
LEAD CARE MANAGEMENT COORDINATOR	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
LEAD CASH POSTING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
LEAD CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
LEAD CERTIFIED CODER	400-894200-RC CODING - AMBULATORY	400-894200
LEAD CERTIFIED CODER	400-897101-RC - HIM & CODING - AHPL	400-897101
LEAD CERTIFIED CODER	400-890000-RC HMS ADMINISTRATION	400-890000
LEAD CERTIFIED CODER, CANCER CENTER COORDINATOR	400-894100-RC CODING - ACUTE	400-894100
LEAD CERTIFIED CODER, CARDIAC/IVR SPECIALTY	400-894100-RC CODING - ACUTE	400-894100
LEAD CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REVCYCLE - CDI - IP (NON-CERNER)	400-853108

LEAD HIM TECHNICIAN	400-854400-REVCYCLE - HIM	400-854400
LEAD HIM TECHNICIAN	400-897308-RC - HIM - AHBD	400-897308
LEAD HIM TECHNICIAN	400-897402-RC - HIM - AHGL	400-897402
LEAD HIM TECHNICIAN	400-897403-RC - HIM - AHSV	400-897403
LEAD HIM TECHNICIAN	400-897205-RC - HIM - AHIM	400-897205
LEAD HIM TECHNICIAN	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
LEAD HIM TECHNICIAN	400-897201-RC - HIM - AHSB	400-897201
LEAD HIM TECHNICIAN	400-897502-RC - HIM - ANALYSIS	400-897502
LEAD HIM TECHNICIAN	400-897401-RC - HIM - AHWM	400-897401
LEAD HIM TECHNICIAN	400-897302-RC - HIM - AHBF	400-897302
LEAD HIM TECHNICIAN	400-897304-RC - HIM - AHTR	400-897304
LEAD HIM TECHNICIAN	400-897404-RC - HIM - AHMB	400-897404
LEAD PATIENT ACCESS REPRESENTATIVE	400-898305-RC PA - ACUTE REG - AHRD	400-898305
LEAD PATIENT ACCESS REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401
LEAD PATIENT ACCESS REPRESENTATIVE	400-898403-RC PA - ACUTE REG - AHSV	400-898403
LEAD PATIENT ACCESS REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD PATIENT ACCESS REPRESENTATIVE	400-898306-RC PA - ACUTE REG - AHSR	400-898306
LEAD PATIENT ACCESS REPRESENTATIVE	400-898308-RC PA - ACUTE REG - AHBD	400-898308
LEAD PATIENT ACCESS REPRESENTATIVE	400-898301-RC PA - ACUTE REG - AHLM	400-898301
LEAD PATIENT ACCESS REPRESENTATIVE	400-898304-RC PA - ACUTE REG - AHTR	400-898304
LEAD PATIENT ACCESS REPRESENTATIVE	400-898201-RC PA - ACUTE REG - AHSB	400-898201
LEAD PATIENT ACCESS REPRESENTATIVE	400-898402-RC PA - ACUTE REG - AHGL	400-898402
LEAD PATIENT ACCESS REPRESENTATIVE	400-898309-RC PA - ACUTE REG - AHTV	400-898309
LEAD PATIENT ACCESS REPRESENTATIVE	400-898302-RC PA - ACUTE REG - AHBF	400-898302
LEAD PATIENT ACCESS REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
LEAD PATIENT ACCESS REPRESENTATIVE	400-898307-RC PA - ACUTE REG - AHDL	400-898307
LEAD PATIENT ACCESS REPRESENTATIVE	400-898205-RC PA - ACUTE REG - AHIM	400-898205
LEAD PATIENT ACCESS REPRESENTATIVE	400-898303-RC PA - ACUTE REG - AHSE	400-898303
LEAD PATIENT ACCESS REPRESENTATIVE	400-898204-RC PA - ACUTE REG - AHUV	400-898204
LEAD PATIENT ACCESS REPRESENTATIVE	400-898404-RC PA - ACUTE REG - AHMB	400-898404
LEAD PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898601-RC NCN SCHEDULING	400-898601
LEAD PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-893000-RC ADMINISTRATION	400-893000
LEAD PATIENT ACCOUNT REPRESENTATIVE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
LEAD PATIENT ACCOUNT REPRESENTATIVE	400-896700-RC PFS - SUPPORT SERVICES	400-896700

LEAD PRE-SERVICES ASSOCIATE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD PRE-SERVICES REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
LEAD SOCIAL WORKER	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
LEAD SOCIAL WORKER (LCSW)	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
LEADER, SPECIAL PROJECTS	400-895100-RC - LSS - MARKET REVENUE CYCLE MANAGEMENT	400-895100
LEARNING ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
LVN, CARE MANAGER	400-853107-REVCYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER (PD)	400-853002-REVCYCLE - CARE MANAGEMENT	400-853002
PATIENT ACCESS REPRESENTATIVE	400-898302-RC PA - ACUTE REG - AHHF	400-898302
PATIENT ACCESS REPRESENTATIVE	400-898306-RC PA - ACUTE REG - AHSR	400-898306
PATIENT ACCESS REPRESENTATIVE	400-898303-RC PA - ACUTE REG - AHSE	400-898303
PATIENT ACCESS REPRESENTATIVE	400-898201-RC PA - ACUTE REG - AHS	400-898201
PATIENT ACCESS REPRESENTATIVE	400-854700-REVCYCLE - PATIENT ACCESS	400-854700
PATIENT ACCESS REPRESENTATIVE	400-898308-RC PA - ACUTE REG - AHBD	400-898308
PATIENT ACCESS REPRESENTATIVE	400-898204-RC PA - ACUTE REG - AHUV	400-898204
PATIENT ACCESS REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401
PATIENT ACCESS REPRESENTATIVE	400-898403-RC PA - ACUTE REG - AHSV	400-898403
PATIENT ACCESS REPRESENTATIVE	400-898402-RC PA - ACUTE REG - AHGL	400-898402
PATIENT ACCESS REPRESENTATIVE	400-898404-RC PA - ACUTE REG - AHMB	400-898404
PATIENT ACCESS REPRESENTATIVE	400-898205-RC PA - ACUTE REG - AHM	400-898205
PATIENT ACCESS REPRESENTATIVE	400-898305-RC PA - ACUTE REG - AHRD	400-898305
PATIENT ACCESS REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
PATIENT ACCESS REPRESENTATIVE	400-898101-RC - PATIENT ACCESS ACUTE/AMBULATORY - AHPL	400-898101
PATIENT ACCESS REPRESENTATIVE	400-898301-RC PA - ACUTE REG - AHLM	400-898301
PATIENT ACCESS REPRESENTATIVE	400-898309-RC PA - ACUTE REG - AHTV	400-898309
PATIENT ACCESS REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PATIENT ACCESS REPRESENTATIVE	400-898304-RC PA - ACUTE REG - AHTR	400-898304
PATIENT ACCESS REPRESENTATIVE	400-898307-RC PA - ACUTE REG - AHDL	400-898307
PATIENT ACCESS REPRESENTATIVE	400-898202-RC - PA - ACUTE REG - AHVO	400-898202
PATIENT ACCESS REPRESENTATIVE	400-893000-RC ADMINISTRATION	400-893000
PATIENT ACCESS REPRESENTATIVE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898601-RC NCN SCHEDULING	400-898601
PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-893000-RC ADMINISTRATION	400-893000
PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898208-RC PA - SCHEDULING - AHRO	400-898208

PATIENT ACCESS SCHEDULING REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PATIENT ACCESS SCHEDULING REPRESENTATIVE (OUTPATIENT)	400-895103-RC TILLAMOOK - CLINICAL OVERHEAD	400-895103
PATIENT ACCOUNT ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
PATIENT ACCOUNT ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
PATIENT ACCOUNT ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
PATIENT ACCOUNT ASSOCIATE	400-896300-RC PFS - TULARE GENERAL	400-896300
PATIENT ACCOUNT ASSOCIATE	400-854300-REVCYCLE - PATIENT FINANCIAL SERVICES	400-854300
PATIENT ACCOUNT ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
PATIENT ACCOUNT ASSOCIATE	400-896701-RC PFS - HURON GENERAL	400-896701
PATIENT ACCOUNT ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
PATIENT BENEFIT ADVISOR	400-898201-RC PA - ACUTE REG - AHSH	400-898201
PATIENT BENEFIT ADVISOR	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
PATIENT BENEFIT ADVISOR	400-898308-RC PA - ACUTE REG - AHBD	400-898308
PATIENT BENEFIT ADVISOR	400-898305-RC PA - ACUTE REG - AHRD	400-898305
PATIENT BENEFIT ADVISOR	400-898403-RC PA - ACUTE REG - AHSV	400-898403
PATIENT BENEFIT ADVISOR	400-898202-RC - PA - ACUTE REG - AHVO	400-898202
PATIENT BENEFIT ADVISOR	400-898302-RC PA - ACUTE REG - AHHF	400-898302
PATIENT BENEFIT ADVISOR	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PATIENT BENEFIT ADVISOR	400-898304-RC PA - ACUTE REG - AHTR	400-898304
PATIENT CARE COORDINATOR (OUTPATIENT)	400-893000-RC ADMINISTRATION	400-893000
PERFORMANCE IMPROVEMENT ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
PRE-SERVICES REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
PRE-SERVICES REPRESENTATIVE	400-854700-REVCYCLE - PATIENT ACCESS	400-854700
PRE-SERVICES REPRESENTATIVE	400-898207-RC PA - ACUTE REG - AHRO	400-898207
PRE-SERVICES REPRESENTATIVE	400-896501-RC PFS - FOLLOW UP	400-896501
PRE-SERVICES REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401
PROCESS IMPROVEMENT ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
PROCESS IMPROVEMENT ANALYST	400-896600-RC PFS - BILLING	400-896600
PROJECT SPECIALIST	400-896501-RC PFS - FOLLOW UP	400-896501
RECOVERY AUDIT ASSOCIATE	400-897501-RC - HIM - HURON GENERAL	400-897501
REVENUE CYCLE COMPLIANCE AUDITOR	400-893003-RC AUDIT AND EDUCATION	400-893003
REVENUE CYCLE COORDINATOR	400-895500-RC PRE-SERVICES/REGISTRATION - AMBULATORY	400-895500
REVENUE CYCLE COORDINATOR	400-896501-RC PFS - FOLLOW UP	400-896501
REVENUE CYCLE COORDINATOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001

REVENUE INTEGRITY SPECIALIST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
REVENUE RECONCILIATION ANALYST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
REVENUE RECOVERY ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
REVENUE RECOVERY ASSOCIATE	400-896601-RC PFS - RRU	400-896601
RN, CARE MANAGER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CARE MANAGER	400-853011-REV CYCLE - PFS (ACUTE)	400-853011
RN, CARE MANAGER (EMERGENCY DEPT)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER (PD)	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CARE MANAGER (PD)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, CARE MANAGER, UTILIZATION MANAGEMENT	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CHARGE AUDITOR	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
RN, CLINICAL DENIALS SPECIALIST	400-896501-RC PFS - FOLLOW UP	400-896501
RN, CLINICAL DENIALS SPECIALIST	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, CLINICAL DOCUMENTATION SPECIALIST	400-853108-REV CYCLE - CDI - IP (NON-CERNER)	400-853108
RN, LEAD CARE MANAGER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, LEAD CARE MANAGER	400-853111-REV CYCLE - UTILIZATION MANAGEMENT (NON-CERNER)	400-853111
RN, MDS COORDINATOR	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
RN, REVENUE INTEGRITY SPECIALIST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SENIOR CLINICAL CODING EDUCATOR	400-894200-RC CODING - AMBULATORY	400-894200
SOCIAL WORKER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SOCIAL WORKER (LCSW)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SOCIAL WORKER (PD)	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SPECIAL PROJECT COORDINATOR, REVENUE CYCLE	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
SR, APPLICATION ANALYST	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SR, APPLICATION ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300
SR, BILLING ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
SR, BILLING ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR, BILLING FOLLOW UP ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
SR, BILLING FOLLOW UP ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR, BILLING FOLLOW UP ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
SR, BILLING FOLLOW UP ASSOCIATE	400-896601-RC PFS - RRU	400-896601
SR, BILLING FOLLOW UP ASSOCIATE	400-854100-REV CYCLE - SHARED SERVICES CENTER	400-854100
SR, BILLING FOLLOW UP ASSOCIATE	400-854300-REV CYCLE - PATIENT FINANCIAL SERVICES	400-854300

SR. BILLING FOLLOW UP ASSOCIATE	400-896701-RC PFS - HURON GENERAL	400-896701
SR. BILLING FOLLOW UP ASSOCIATE	400-896400-RC PFS - HOME HEALTH	400-896400
SR. BILLING FOLLOW UP ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
SR. CANCER CENTER SPECIALTY CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
SR. CARE MANAGEMENT COORDINATOR	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
SR. CDM ASSOCIATE	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SR. CERTIFIED CODER	400-894200-RC CODING - AMBULATORY	400-894200
SR. CERTIFIED CODER	400-894100-RC CODING - ACUTE	400-894100
SR. CERTIFIED CODER	400-890000-RC HIMS ADMINISTRATION	400-890000
SR. CERTIFIED CODER	400-854600-REV CYCLE - CODING	400-854600
SR. CERTIFIED CODER, CARDIAC/JVR SPECIALTY	400-894100-RC CODING - ACUTE	400-894100
SR. CHARGE CAPTURE ASSOCIATE	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SR. CHARGE CAPTURE ASSOCIATE	400-895500-RC PRE-SERVICES/REGISTRATION - AMBULATORY	400-895500
SR. CLINICAL DOCUMENTATION INTEGRITY SPECIALIST	400-853108-REV CYCLE - CDI - IP (NON-CERNER)	400-853108
SR. DATA INTEGRITY ANALYST	400-897501-RC - HIM - HURON GENERAL	400-897501
SR. HIM TECHNICIAN	400-897302-RC - HIM - AHHF	400-897302
SR. HIM TECHNICIAN	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
SR. HIM TECHNICIAN	400-897201-RC - HIM - AHS	400-897201
SR. HIM TECHNICIAN	400-897204-RC - HIM - AHUV	400-897204
SR. HIM TECHNICIAN	400-897308-RC - HIM - AHBD	400-897308
SR. HIM TECHNICIAN	400-897502-RC - HIM - ANALYSIS	400-897502
SR. HIM TECHNICIAN	400-897401-RC - HIM - AHWM	400-897401
SR. HIM TECHNICIAN	400-897402-RC - HIM - AHGL	400-897402
SR. HIM TECHNICIAN	400-854400-REV CYCLE - HIM	400-854400
SR. HIM TECHNICIAN	400-897203-RC - HIM - AHFR	400-897203
SR. HIM TECHNICIAN	400-897306-RC - HIM - AHSR	400-897306
SR. HIM TECHNICIAN	400-897305-RC - HIM - AHRD	400-897305
SR. HIM TECHNICIAN	400-897207-RC - HIM - AHRO	400-897207
SR. HIM TECHNICIAN	400-897404-RC - HIM - AHMB	400-897404
BILLING FOLLOW UP ASSOCIATE	400-896500-REV CYCLE - PATIENT FINANCIAL SERVICES (KCM)	400-896500
SR. PATIENT ACCESS REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SR. PATIENT ACCESS REPRESENTATIVE	400-898201-RC PA - ACUTE REG - AHS	400-898201
SR. PATIENT ACCESS REPRESENTATIVE	400-898403-RC PA - ACUTE REG - AHSV	400-898403
SR. PATIENT ACCESS REPRESENTATIVE	400-898401-RC PA - ACUTE REG - AHWM	400-898401

SR. PATIENT ACCESS REPRESENTATIVE	400-898204-RC PA - ACUTE REG - AHUV	400-898204
SR. PATIENT ACCESS REPRESENTATIVE	400-898205-RC PA - ACUTE REG - AHHM	400-898205
SR. PATIENT ACCESS REPRESENTATIVE	400-898302-RC PA - ACUTE REG - AHHF	400-898302
SR. PATIENT ACCESS REPRESENTATIVE	400-898306-RC PA - ACUTE REG - AHSR	400-898306
SR. PATIENT ACCESS REPRESENTATIVE	400-898305-RC PA - ACUTE REG - AHRD	400-898305
SR. PATIENT ACCESS REPRESENTATIVE	400-854700-REV CYCLE - PATIENT ACCESS	400-854700
SR. PATIENT ACCESS REPRESENTATIVE	400-898308-RC PA - ACUTE REG - AHBD	400-898308
SR. PATIENT ACCESS REPRESENTATIVE	400-898402-RC PA - ACUTE REG - AHGL	400-898402
SR. PATIENT ACCESS REPRESENTATIVE	400-898309-RC PA - ACUTE REG - AHTV	400-898309
SR. PATIENT ACCOUNT ASSOCIATE	400-896700-RC PFS - SUPPORT SERVICES	400-896700
SR. PATIENT ACCOUNT ASSOCIATE	400-896600-RC PFS - BILLING	400-896600
SR. PATIENT ACCOUNT ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR. PATIENT ACCOUNT ASSOCIATE	400-896800-RC PFS - GOVERNMENT	400-896800
SR. PATIENT ACCOUNT ASSOCIATE	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
SR. PRE-SERVICES REPRESENTATIVE	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SR. REVENUE CYCLE COMPLIANCE AUDITOR	400-893003-RC AUDIT AND EDUCATION	400-893003
SR. REVENUE RECOVERY ASSOCIATE	400-896601-RC PFS - RRU	400-896601
SR. REVENUE RECOVERY ASSOCIATE	400-896501-RC PFS - FOLLOW UP	400-896501
SR. REVENUE RECOVERY ASSOCIATE	400-892000-RC CHARGE CAPTURE / RECONCILIATION	400-892000
SR. SOCIAL WORKER	400-853107-REV CYCLE - CARE MANAGEMENT (NON-CERNER)	400-853107
PATIENT ACCESS SCHEDULING REPRESENTATIVE	610-853015-REV CYCLE - CENTRAL SCHEDULING	610-853015
SUPERVISOR, CODING	400-894200-RC CODING - AMBULATORY	400-894200
SUPERVISOR, CODING	400-894100-RC CODING - ACUTE	400-894100
SUPERVISOR, CODING	400-890000-RC HMS ADMINISTRATION	400-890000
SUPERVISOR, DATA INTEGRITY	400-897501-RC - HIM - HURON GENERAL	400-897501
SUPERVISOR, HIM	400-897502-RC - HIM - ANALYSIS	400-897502
SUPERVISOR, HIM	400-897205-RC - HIM - AHHM	400-897205
SUPERVISOR, HIM	400-897503-RC - HIM - SYSTEM RELEASE OF INFORMATION (ROI)	400-897503
SUPERVISOR, HIM	400-897204-RC - HIM - AHUV	400-897204
SUPERVISOR, HIM	400-897308-RC - HIM - AHBD	400-897308
SUPERVISOR, HIM	400-893001-RC REVENUE INTEGRITY ACUTE	400-893001
SUPERVISOR, HIM	400-897302-RC - HIM - AHHF	400-897302
SUPERVISOR, HIM	400-897301-RC - HIM - AHLM	400-897301
SUPERVISOR, HIM	400-897306-RC - HIM - AHSR	400-897306

SUPERVISOR, HIM	400-897307-RC - HIM - AHDL	400-897307
SUPERVISOR, HIM	400-897309-RC - HIM - AHTV	400-897309
SUPERVISOR, HIM	400-897201-RC - HIM - AHSH	400-897201
SUPERVISOR, PATIENT ACCESS	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SUPERVISOR, PATIENT ACCESS	400-898306-RC PA - ACUTE REG - AHSR	400-898306
SUPERVISOR, PATIENT ACCESS	400-898201-RC PA - ACUTE REG - AHSH	400-898201
SUPERVISOR, PATIENT ACCESS	400-898401-RC PA - ACUTE REG - AHWIM	400-898401
SUPERVISOR, PATIENT ACCESS	400-898308-RC PA - ACUTE REG - AHBD	400-898308
SUPERVISOR, PATIENT ACCESS	400-898402-RC PA - ACUTE REG - AHGL	400-898402
SUPERVISOR, PATIENT ACCESS	400-898303-RC PA - ACUTE REG - AHSE	400-898303
SUPERVISOR, PATIENT ACCESS	400-898301-RC PA - ACUTE REG - AHLIM	400-898301
SUPERVISOR, PATIENT ACCESS	400-898302-RC PA - ACUTE REG - AHHF	400-898302
SUPERVISOR, PATIENT ACCESS	400-898601-RC NCN SCHEDULING	400-898601
SUPERVISOR, PATIENT ACCESS	400-898305-RC PA - ACUTE REG - AHRD	400-898305
SUPERVISOR, PATIENT ACCESS	400-898207-RC PA - ACUTE REG - AHRO	400-898207
SUPERVISOR, PATIENT ACCESS	400-898205-RC PA - ACUTE REG - AHIM	400-898205
SUPERVISOR, PATIENT ACCESS	400-854700-REVCYCLE - PATIENT ACCESS	400-854700
SUPERVISOR, PATIENT ACCESS	400-898309-RC PA - ACUTE REG - AHTV	400-898309
SUPERVISOR, PATIENT ACCESS	400-898403-RC PA - ACUTE REG - AHSV	400-898403
SUPERVISOR, PATIENT ACCESS	400-898204-RC PA - ACUTE REG - AHUV	400-898204
SUPERVISOR, PATIENT ACCESS	400-898307-RC PA - ACUTE REG - AHDL	400-898307
SUPERVISOR, PATIENT ACCESS	400-898304-RC PA - ACUTE REG - AHTR	400-898304
SUPERVISOR, PATIENT ACCESS (OUTPATIENT)	400-898401-RC PA - ACUTE REG - AHWIM	400-898401
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896700-RC PFS - SUPPORT SERVICES	400-896700
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896501-RC PFS - FOLLOW UP	400-896501
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896600-RC PFS - BILLING	400-896600
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896200-RC PFS - RIDEOUT GENERAL	400-896200
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896400-RC PFS - HOME HEALTH	400-896400
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-896800-RC PFS - GOVERNMENT	400-896800
SUPERVISOR, PATIENT FINANCIAL SERVICES	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SUPERVISOR, PRE-SERVICES	400-898501-RC PA - ACUTE FINANCIAL CLEARANCE	400-898501
SUPERVISOR, RECOVERY AUDIT	400-897501-RC - HIM - HURON GENERAL	400-897501
SUPERVISOR, REVENUE RECOVERY	400-896601-RC PFS - RRU	400-896601
VENDOR MANAGEMENT ANALYST	400-895300-RC LSS - RC BUSINESS INTELLIGENCE	400-895300

	400-853016-RevCycle - Administration	400-853016
	400-853017-RevCycle - Support Services	400-853017
	400-898104-RC PA - Acute Financial Clearance - AHPL	400-898104
Contractor, Director	400-853010-RevCycle - Patient Access	400-853010
Certified Coder	400-894400-RC Coding - Ambulatory VMC	400-894400
Supervisor, Coding	400-894400-RC Coding - Ambulatory VMC	400-894400
Coder	400-894400-RC Coding - Ambulatory VMC	400-894400
Administrative Director, Revenue Cycle Performance Management	400-895102-Portland Revenue Cycle	400-895102
Contractor, Staff	400-895200-RC LSS - RC Training	400-895200
Manager, Patient Financial Services	400-895400-RC CSS - Huron General	400-895400
Leader, Special Projects	400-895400-RC CSS - Huron General	400-895400
Contractor, Manager	400-895400-RC CSS - Huron General	400-895400
Patient Access Representative	400-895600-RC - Pre Services - AHPL	400-895600
Patient Benefit Advisor	400-895600-RC - Pre Services - AHPL	400-895600
Supervisor, Patient Access	400-895600-RC - Pre Services - AHPL	400-895600
Manager, Patient Access	400-895600-RC - Pre Services - AHPL	400-895600
Lead Patient Benefit Advisor	400-895600-RC - Pre Services - AHPL	400-895600
Billing Associate	400-896101-RC PFS - Ambulatory VMC	400-896101
Billing Follow Up Associate	400-896101-RC PFS - Ambulatory VMC	400-896101
Cash Posting Associate	400-896101-RC PFS - Ambulatory VMC	400-896101
Customer Service Associate (Outpatient)	400-896101-RC PFS - Ambulatory VMC	400-896101
Sr. Revenue Cycle Analyst	400-896101-RC PFS - Ambulatory VMC	400-896101
Manager, HIM	400-897102-RC - HIM - AHCS	400-897102
HIM Technician	400-897102-RC - HIM - AHCS	400-897102
Sr. HIM Technician	400-897102-RC - HIM - AHCS	400-897102
Supervisor, HIM	400-897102-RC - HIM - AHCS	400-897102
Sr. HIM Technician	400-897103-RC - HIM - AHTM	400-897103
HIM Technician	400-897103-RC - HIM - AHTM	400-897103
Supervisor, HIM	400-897103-RC - HIM - AHTM	400-897103
HIM Technician (Outpatient)	400-897206-RC - HIM - AHHF VMC	400-897206
Supervisor, HIM	400-897206-RC - HIM - AHHF VMC	400-897206
Quality Analyst	400-897206-RC - HIM - AHHF VMC	400-897206
Sr. HIM Technician	400-897310-RC - HIM - AHSB	400-897310
HIM Technician	400-897310-RC - HIM - AHSB	400-897310

Patient Access Representative	400-898102-RC PA - Acute Reg - AHCS	400-898102
Lead Patient Access Representative	400-898102-RC PA - Acute Reg - AHCS	400-898102
Sr. Patient Access Representative	400-898102-RC PA - Acute Reg - AHCS	400-898102
Contractor, Manager	400-898102-RC PA - Acute Reg - AHCS	400-898102
Patient Access Representative	400-898103-RC PA - Acute Reg - AHTM	400-898103
Supervisor, Patient Access	400-898103-RC PA - Acute Reg - AHTM	400-898103
Contractor, Director	400-898103-RC PA - Acute Reg - AHTM	400-898103
Patient Access Representative (Outpatient)	400-898206-RC - PA - Ambulatory Reg - VMC	400-898206
Referral Associate	400-898216-RC - PA - Ambulatory Financial Clearance VMC	400-898216
Supervisor, Patient Access (Outpatient)	400-898216-RC - PA - Ambulatory Financial Clearance VMC	400-898216
Supervisor, Patient Access	400-898310-RC PA - Acute Reg - AHSB	400-898310
Patient Access Representative	400-898310-RC PA - Acute Reg - AHSB	400-898310
Lead Patient Access Representative	400-898310-RC PA - Acute Reg - AHSB	400-898310

EXHIBIT B

JOB TITLE	HRDEPTNAME	Cost Center
ADMINISTRATIVE ASSISTANT	400-848004-IT - CLINICAL APPLICATIONS	400-848004
APPLICATION ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
APPLICATION ANALYST	400-848008-IT MARKET SERVICES	400-848008
ASSOCIATE IDENTITY SERVICES ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
ASSOCIATE IDENTITY SERVICES ANALYST	400-848015-IT - HOSPITAL PROJECTS	400-848015
ASSOCIATE SUPPORT CENTER ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
ASSOCIATE SUPPORT CENTER ANALYST	400-848008-IT MARKET SERVICES	400-848008
ASSOCIATE SYSTEMS SPECIALIST	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
BILLING SYSTEMS VALIDATION ASSOCIATE	400-848022-IT - BUSINESS APPLICATIONS	400-848022
DESKTOP SUPPORT TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
DESKTOP SUPPORT TECHNICIAN	400-848024-IT - INTEROPERABILITY	400-848024
DESKTOP SUPPORT TECHNICIAN	400-848029-IT - MINISTRY SERVICES II	400-848029
DESKTOP SUPPORT TECHNICIAN	400-848026-IT - SITE SERVICES	400-848026
DESKTOP SUPPORT TECHNICIAN	400-848004-IT - CLINICAL APPLICATIONS	400-848004
ENTERPRISE NETWORK ENGINEER	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
EXECUTIVE ASSISTANT	400-848001-IT - ADMINISTRATION	400-848001
IDENTITY SERVICES ANALYST	400-848015-IT - HOSPITAL PROJECTS	400-848015
IDENTITY SERVICES ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
INFORMATION SECURITY ANALYST	400-848025-IT - IT SECURITY	400-848025
IT SUPPORT CENTER SPECIALIST	400-848007-IT - CUSTOMER SERVICE	400-848007
IT SUPPORT CENTER SPECIALIST	400-848008-IT MARKET SERVICES	400-848008
NETWORK ENGINEER	400-848008-IT MARKET SERVICES	400-848008
NETWORK ENGINEER	400-848024-IT - INTEROPERABILITY	400-848024
NETWORK ENGINEER	400-848029-IT - MINISTRY SERVICES II	400-848029
NETWORK ENGINEER SPECIALIST	400-848008-IT MARKET SERVICES	400-848008
NETWORK SUPPORT ANALYST	400-848004-IT - CLINICAL APPLICATIONS	400-848004
NETWORK SUPPORT ANALYST	400-848008-IT MARKET SERVICES	400-848008
NETWORK SUPPORT ANALYST	400-848029-IT - MINISTRY SERVICES II	400-848029
NETWORK SUPPORT ANALYST	400-848026-IT - SITE SERVICES	400-848026
NETWORK SUPPORT ANALYST	400-848024-IT - INTEROPERABILITY	400-848024
PROGRAM SPECIALIST, MESSAGING	400-848027-IT - CUSTOMER TECHNOLOGY	400-848027
SR. ADMINISTRATIVE ASSISTANT	400-848029-IT - MINISTRY SERVICES II	400-848029
SR. APPLICATION ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007

SR. APPLICATION ANALYST	400-848022-IT - BUSINESS APPLICATIONS	400-848022
SR. APPLICATION ANALYST	400-848008-IT MARKET SERVICES	400-848008
SR. DESKTOP SUPPORT TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
SR. DESKTOP SUPPORT TECHNICIAN	400-848004-IT - CLINICAL APPLICATIONS	400-848004
SR. DESKTOP SUPPORT TECHNICIAN	400-848029-IT - MINISTRY SERVICES II	400-848029
SR. DESKTOP SUPPORT TECHNICIAN	400-848024-IT - INTEROPERABILITY	400-848024
SR. IDENTITY SERVICES ANALYST	400-848015-IT - HOSPITAL PROJECTS	400-848015
SR. IDENTITY SERVICES ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
SR. SUPPORT CENTER ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
SR. TELECOM TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
STAFFING COORDINATOR	400-687011-CENTRAL STAFFING OFFICE	400-687011
SUPERVISOR, IT SUPPORT CENTER	400-848007-IT - CUSTOMER SERVICE	400-848007
SUPPORT CENTER ANALYST	400-848007-IT - CUSTOMER SERVICE	400-848007
SYSTEMS SPECIALIST	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
SYSTEMS SPECIALIST	400-848027-IT - CUSTOMER TECHNOLOGY	400-848027
TELECOM BILLING ANALYST	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
TELECOM ENGINEER	400-848028-IT - ENTERPRISE INFRASTRUCTURE	400-848028
TELECOM ENGINEER	400-848008-IT MARKET SERVICES	400-848008
TELECOM ENGINEER	400-848029-IT - MINISTRY SERVICES II	400-848029
TELECOM TECHNICIAN	400-848029-IT - MINISTRY SERVICES II	400-848029
TELECOM TECHNICIAN	400-848008-IT MARKET SERVICES	400-848008
Program Manager, Virtual Care	400-848005-IT - Digital Health	400-848005
Manager, Consumer Digital Products	400-848005-IT - Digital Health	400-848005
Salesforce Administrator	400-848005-IT - Digital Health	400-848005
Director, IT Enterprise Core	400-848006-IT - Enterprise Technology	400-848006
Director, IT, Business Continuity	400-848006-IT - Enterprise Technology	400-848006
Director, IT, Operations	400-848006-IT - Enterprise Technology	400-848006
Director, IT, Customer Technology	400-848006-IT - Enterprise Technology	400-848006
Director, Medical Imaging Applications & Technology	400-848017-IT - Ancillary Applications	400-848017
Sr. Systems Analyst	400-848017-IT - Ancillary Applications	400-848017
Program Manager, IT Applications	400-848017-IT - Ancillary Applications	400-848017
Sr. Systems Specialist	400-848017-IT - Ancillary Applications	400-848017
Systems Analyst	400-848017-IT - Ancillary Applications	400-848017
Application Analyst	400-848017-IT - Ancillary Applications	400-848017

Sr. Application Analyst	400-848017-IT - Ancillary Applications	400-848017
Application Specialist	400-848017-IT - Ancillary Applications	400-848017
Project Manager, IT	400-848023-IT - Project Management Office	400-848023
Program Manager, IT Applications	400-848023-IT - Project Management Office	400-848023
Associate Project Manager, IT	400-848023-IT - Project Management Office	400-848023
Project Coordinator	400-848023-IT - Project Management Office	400-848023
Associate Application Analyst	400-848033- IT - VMC	400-848033
Application Specialist	400-848033- IT - VMC	400-848033
Integration Developer	400-848033- IT - VMC	400-848033
Desktop Support Technician	400-848033- IT - VMC	400-848033
	400-848002-IT - Acquisitions	400-848002
	400-848003-IT - Hospital & Ambulatory	400-848003
	400-848016-IT - Core	400-848016
	400-848018-IT - Revenue Cycle	400-848018
	400-848020-IT - Patient Care	400-848020
	400-848021-IT - Ambulatory	400-848021
	400-848101-IT - AHPL (AHRs)	400-848101
	400-848102-IT - AHCS (AHRs)	400-848102
	400-848103-IT - CVGH (AHRs)	400-848103
	400-848104-IT - AHFR (AHRs)	400-848104
	400-848105-IT - AHGL (AHRs)	400-848105
	400-848106-IT - AHHF (AHRs)	400-848106
	400-848107-IT - AHHM (AHRs)	400-848107
	400-848109-IT - AHCL (AHRs)	400-848109
	400-848110-IT - AHSR (AHRs)	400-848110
	400-848112-IT - AHSJ (AHRs)	400-848112
	400-848113-IT - AHBD (AHRs)	400-848113
	400-848114-IT - AHSV (AHRs)	400-848114
	400-848115-IT - AHM (AHRs)	400-848115
	400-848116-IT - AHUV (AHRs)	400-848116
	400-848117-IT - AHWM (AHRs)	400-848117
	400-848118-IT - AHWW (AHRs)	400-848118
	400-848119-IT - BILLING (AHRs)	400-848119
	400-998097-IT Proj - Clarvia (AHRs)	400-998097

	400-998104-IT Proj - Offset (AHRs)	400-998104
	400-999013-IT - Finance	400-999013

EXHIBIT C

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

KEVIN TOBIN and ROSA FALDON, on
behalf of the general public as private
attorney generals,

Plaintiffs,

v.

ADVENTIST HEALTH SYSTEM/WEST,
a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. S-CV-0049484

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

You have been identified as an hourly or non-exempt employee who worked for Adventist Health System/West (“Adventist” or “Defendant”) in a Revenue Cycle or IT Department in California between October 19, 2019 and [[**DATE**]], inclusive (“Covered Employee”).

On November 16, 2022, a complaint was filed in Placer County Superior Court (the “Court”) to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that Covered Employees were not paid for all hours worked, were not provided proper meal periods or rest breaks, were not provided with accurate itemized wage statements, were not paid all wages due at the time of discharge or voluntary quit, were not paid in a timely manner during their employment, were not reimbursed for business expenses, were not provided a safe and healthful work environment, and worked off-the-clock without compensation.

Adventist denies all of Plaintiffs’ allegations and disputes all of Plaintiffs’ claims, and contends that it complied with all applicable laws. The Court has made no determination whether Plaintiffs or Adventist are correct on the merits and, by agreeing to settle, Adventist does not admit any violations or concede the merits of any claim.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on [[**DATE**]]. By law, 75% of the civil penalties are paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws and 25% are paid to the PAGA Group.

Pursuant to the settlement agreement, the amount to be distributed to the PAGA Group shall be divided by the total number of pay periods as determined by Defendant’s records, worked by all Covered Employees between October 19, 2019 and [[**DATE**]], inclusive. This

amount shall be known as the “Pay Period Value.” Each Covered Employee shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant between October 19, 2019 and [[**DATE**]]. Your Individual Settlement Payment is provided with this Notice, and will remain negotiable for 180 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment within 180 days, the check will be canceled and the funds will be sent to the California Controller’s Unclaimed Property Fund in your name.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency (“LWDA”), either directly or through any other proxy or agent:

Effective on the date when the Court enters its Approval Order, all Aggrieved Employees and the LWDA will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the LWDA Notice. This Release specifically includes but is not limited to claims for penalties based on underlying alleged violations for: failure to pay minimum wage, including but not limited to failure to pay minimum wage for any uncontrolled or controlled standby hours; failure to pay overtime, including but not limited to any failure to properly calculate and pay overtime wages at the appropriate rate and/or using the appropriate workday and/or workweek; meal period violations, including but not limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest period violations, including but not limited to failure to authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for rest period premiums; untimely payment of wages; wage statement violations; waiting time penalties; failure to reimburse business expenses; failure to maintain accurate records; and failure to provide a safe and healthful workplace. This Release shall include all theories giving rise to a claim for civil penalties arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 222, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, as well as the corresponding sections of any applicable Wage Order including without limitation IWC Wage Order 5. As a result of this release, the Aggrieved Employees and LWDA will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for any violations of the Released Claims that took place during the PAGA Period.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at [REDACTED].

EXHIBIT D

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ADVENTIST HEALTH SYSTEM/WEST

Additional counsel on subsequent page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

KEVIN TOBIN and ROSA FALDON,
individually and on behalf of others similarly
situated,

Plaintiff,

v.

ADVENTIST HEALTH SYSTEM/WEST, a
California Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. S-CV-0049484

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

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Attorneys for Plaintiffs KEVIN TOBIN and ROSA FALDON

on behalf of the general public as private attorney general.

ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

WHEREAS, this action is pending before this Court as an alleged representative action under the Private Attorneys General Act of 2004; and

WHEREAS, the Court has considered the stipulation by Plaintiffs Rosa Faldon and Kevin Tobin (“Plaintiffs”) and Defendant Adventist Health System/West (“Defendant”) for approval of the Parties’ settlement in accordance with the Parties’ PAGA Settlement Agreement (the “Settlement Agreement”). The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and entry of judgment. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms used in the Settlement Agreement shall have the same meaning as defined therein.

2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and therefore, are approved by the Court.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be effected pursuant to the terms of the Settlement Agreement.

4. The Court hereby approves of the payment of attorneys’ fees to Plaintiffs’ Counsel in the sum of \$620,400.00 (Six Hundred Twenty Thousand Four Hundred Dollars and Zero Cents) and costs in the sum of up to \$30,000.00 (Thirty Thousand Dollars and Zero Cents) to be effected in the manner set forth in the Settlement Agreement.

5. The Court hereby approves of the payment in the amount of up to \$30,000.00 (Thirty Thousand Dollars and Zero Cents) to Apex Class Action Administration Group, for performance of its settlement administration services.

6. Upon entry of this Order, the LWDA and each and every Aggrieved Employee, including Plaintiffs, shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are permanently barred and enjoined from the institution or prosecution of all Released Claims against the Released Parties.

7. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Released Parties. Defendant denies the allegations and claims in this action. The Court's Order is not a finding of the validity or merits of any claims in the lawsuit or of any wrongdoing by the Released Parties.

8. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

9. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

10. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement.

11. Without affecting the finality of this Order, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiffs, the PAGA Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: _____

The Honorable Judge of the Superior Court



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