PRIVATE ATTORNEYS' GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*) SETTLEMENT AGREEMENT

Plaintiffs Kyle E. Petty and Corina Angela Macias (each a "Plaintiff," and together, "Plaintiffs"), on behalf of themselves and, where applicable, Aggrieved Employees (as those terms are defined below), and Defendant Radiology Partners Management, LLC ("RP" or "Defendant") hereby enter into this PAGA Settlement Agreement (the "Agreement") as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

A. "Administrator" or "Settlement Administrator" means Apex Class Action LLC, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement subject to Court approval.

B. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.

C. "Aggrieved Employees" means all persons employed by Defendant in hourly or non-exempt positions in California at any time during the PAGA Period.

D. "Aggrieved Employee Data" means the following identifying information for each Aggrieved Employee, if and as it exists in Defendant's possession: the name; last-known mailing address; Social Security Number; dates of hire and, if applicable, termination of employment; and the number of PAGA Pay Periods for each Aggrieved Employee.

E. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' mailing addresses using the National Change of Address database.

F. "Second Amended Complaint" means the agreed-upon Second Amended Complaint to be filed in the Los Angeles County Superior Court upon agreement by the Parties, which will add Plaintiff Macias as a named Plaintiff.

G. "Court" means the Superior Court of California, County of Los Angeles.

H. "Defendant" means Radiology Partners Management, LLC.

I. "Defense Counsel" means Gerald L. Maatman, Jr., Jennifer A. Riley, Nick Baltaxe, and Poline Pourmorady of Duane Morris, LLP.

J. "Effective Date" means 31 days after the Court's Final Approval of the Settlement Agreement (assuming no appeal, motion for reconsideration, or other request for review is filed and, if so, 31 days after all such motions are resolved in favor of appeal).

K. "Final Approval" means entry of the Court's order granting final approval of the Settlement and entering judgment in accordance with the terms of this Agreement.

L. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve and implement the terms of this Agreement, grant final approval, and enter the Final Approval Order and Final Judgment.

M. “Gross Settlement Fund” means $95,000.00 (Ninety-Five Thousand Dollars and Zero Cents), which is the maximum total amount to be paid by Defendant in connection with this Agreement. The Gross Settlement Amount will be used to pay all of the following: Plaintiffs’ attorneys’ fees and costs approved by the Court, all interest, all liquidated and/or multiple damages, all penalties, payroll taxes, including all employer-side payroll taxes, the PAGA Settlement Payment, and all costs including costs of administration of the settlement by the Settlement Administrator.

N. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Settlement Payment, defined in Paragraph IV.B.

O. “Individual Settlement Payments” means the payment of $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) to each Plaintiff in exchange for their general release of claims against Defendant which is memorialized in a separate settlement agreement.

P. “Lawsuit” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant and captioned: *Kyle E. Petty, et al. v. Radiology Partners Management, LLC*, Case No. 24STCV05436 (Sup. Ct., Los Angeles Cty. Cal.), to be amended as provided herein.

Q. “LWDA” refers to the California Labor & Workforce Development Agency.

R. “LWDA PAGA Payment” means the 75% of the PAGA Settlement Payment to be paid to the LWDA in accordance with Labor Code section 2699, subd. (i).

S. “Net Settlement Fund” means the amount of monies remaining from the Gross Settlement Fund after deducting Plaintiffs’ attorneys’ fees and costs approved by the Court, payments made to the LWDA, employer-side payroll taxes, and all Settlement Administrator expenses.

T. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*

U. “PAGA Pay Period” means any pay period during which an Aggrieved Employee performed worked for Defendant on at least one shift during the PAGA Period.

V. “PAGA Period” means the period from March 5, 2023, through the date of Final Approval.

W. “PAGA Notice” means Plaintiff Petty’s March 5, 2024, letter to Defendant and the LWDA, and Plaintiff Macias’ December 17, 2024, letter to Defendant and the LWDA, pursuant to Labor Code section 2699.3, subd. (a).

X. "PAGA Settlement Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, 75% of which is payable to the LWDA and 25% of which shall be allocated among the Aggrieved Employees in accordance with Paragraph IV.B.

Y. "Plaintiffs" collectively refers to Kyle E. Petty and Corina Angela Macias, the named Plaintiffs in the Lawsuit.

Z. "Parties" collectively refers to Plaintiffs and Defendant.

AA. "Released PAGA Claims" means any and all claims, demands, or causes of action for PAGA civil penalties that were or could have been alleged in the Lawsuit or in Plaintiffs' letters to the LWDA, or that are based on or arise out of any or all of the facts asserted in any version of the complaints filed in the Lawsuit or in any letter to the LWDA, including, without limitation, any and all claims, demands, or causes of action for alleged failure to pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to properly pay tipped wages, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, and statutory penalties based on the foregoing under PAGA (Lab. Code section 2698, *et seq.*). Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law.

BB. "Released Claims" shall mean Released PAGA Claims.

CC. "Released Parties" shall mean (a) Defendant Radiology Partners Management, LLC (b) Defendant's respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates; (c) the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity that could be jointly or severally liable with any of the foregoing.

DD. "Settlement" means the resolution of the Lawsuit effected by this Agreement and the final judgment entered by the Court.

II. RECITALS

A. On March 4, 2024, Plaintiff Petty filed the Lawsuit in the Superior Court of California, County of Los Angeles, seeking to represent a putative class for the purpose of pursuing the following alleged Labor Code Violations: (1) Failure to Pay Minimum Wages for All Hours Worked; (2) Failure to Pay Wages and Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Violation of Labor Code sections 226(a) and 226.2; (6) Violation of Labor Code section 204; (7) Violation of Labor Code section 203; (8) Failure to Maintain Records; (9) Failure to Produce Requested Employment Records; (10) Failure to Reimburse Necessary Business Expenses; and (11) Violation of California's Unfair Competition Laws.

B. On May 22, 2024, Plaintiff Petty filed a First Amended Complaint Superior Court of California, County of Los Angeles, alleging the same causes of action and adding a cause of action for penalties under PAGA.

C. On June 7, 2024, the Parties filed a stipulation dismissing the class claims found in the Lawsuit and agreeing to mediate the remaining claims, including Plaintiff Petty's individual claims and the cause of action for penalties under PAGA.

D. On December 20, 2024, the Parties participated in a mediation with Tripper Ortman, and through the mediator's and the Parties' efforts in mediation, the Parties reached a settlement of the Lawsuit, the terms of which have been formalized in this Agreement.

E. As part of the Parties' settlement, the Parties agreed to amend the complaint to add Plaintiff Corina Angela Macias as a named Plaintiff. Plaintiff subsequently submitted an amended letter to the LWDA, providing notice that Plaintiff Macias would be added as a named Plaintiff to the Lawsuit. The Parties will stipulate to the filing of the Second Amended Complaint, which will amend the Lawsuit to include all Plaintiffs and all allegations and claims that were asserted in any PAGA letters submitted by Plaintiffs to the LWDA as set forth herein in paragraph VII.A.

F. The Parties' Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or will be construed as an admission by any Defendant that the claims in the Lawsuit by any of the Plaintiffs or the Aggrieved Employees have merit or that any Defendant bears any liability to any Plaintiff or any Aggrieved Employee.

G. Defendant specifically denies, and continues to deny, each and every claim and contention alleged in the Lawsuit and maintains that Defendant has not engaged in any unlawful acts regarding any of the matters alleged in the Lawsuit. Defendant further asserts that the Lawsuit cannot manageably proceed to trial as a PAGA representative action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Lawsuit, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish PAGA representative actions for purposes of liability, and the relative benefits to the Aggrieved Employees of an expeditious resolution of the Lawsuit, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Aggrieved Employees.

B. By entering into this Settlement, Defendant denies any liability for any of the claims in the Lawsuit, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies engaging in any unlawful or wrongful conduct against Plaintiffs and Aggrieved Employees. Rather, Defendant maintains it complied with, at all times, all applicable laws governing wages and hours of work for its employees.

IV. MONETARY TERMS OF THE SETTLEMENT

A. Gross Settlement Fund: Defendant will pay no more than $95,000.00 (Ninety-Five Thousand Dollars and Zero Cents) in connection with this Settlement. This amount is all-inclusive of all payments contemplated in this Settlement. The Parties agree that there are no circumstances which would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in Paragraph XI.D. is invoked.

B. Payments From The Gross Settlement Fund: Subject to the terms and conditions of this Agreement, and subject to final approval by the Court, the Administrator will make the following payments out of the Gross Settlement Fund, in the amounts specified by the Court in its order granting Final Approval. The Settlement is not contingent on the payment of any of the following awards. In other words, the Court's decision to award any of the following payments and the amount of those awards, if any, shall not affect the enforceability of the Settlement.

1. To Plaintiffs' Counsel: Subject to the Court's approval, the Settlement Administrator will pay to Plaintiffs' counsel fees of not more than one-third of the Gross Settlement Fund, which is currently estimated to be $31,666.66 and expenses of not more than $25,000.00 for their actual out-of-pocket costs and expenses. Plaintiffs and/or Plaintiffs' counsel will file a motion for Attorneys' Fee Payment and Litigation Expenses Payment not later than twenty-one (21) calendar days prior to the Final Approval Hearing. The Plaintiffs and their Counsel, and each of them, agree to accept whatever amounts the Court orders, even if the total is less than the amounts set forth above. If the Court approves an Attorneys' Fees Payment and/or a Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiffs' Counsel for any portion any Attorneys' Fee Payment and/or Litigation Expenses Payment. This Settlement is not contingent on the award of Attorneys' Fees Payment or Litigation Expenses Payment. The Administrator will report the Attorneys' Fees Payment and Litigation Expenses Payment to Plaintiffs' Counsel using an IRS Form 1099. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees Payment and the Litigation Expenses Payment and agrees to hold Defendant harmless, and to indemnify Defendant, from any dispute or controversy regarding any division, taxation, or sharing of any of these payments.

2. To the Administrator: Subject to the Court's approval, the Settlement Administrator will receive an Administration Expenses Payment not to exceed $4,750.00 except for a showing of good cause and as approved by the Court. The Parties agree that the actual Administration Expenses Payment shall not exceed that Court-approved figure unless the Court approves a request for additional Administration Expenses Payment. To the extent the Administration Expenses Payment is less, or the Court approves an Administration Expenses Payment less than $4,750.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3. To the LWDA and Aggrieved Employees: The Settlement Administrator will pay from the Gross Settlement Fund the PAGA Settlement Payment, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

4. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA 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 the number of each Aggrieved Employee's respective PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

5. The Administrator will report the Individual PAGA Payments on IRS Form 1099 as required.

C. Tax Treatment and Tax Indemnification: Aggrieved Employees, including Plaintiffs, will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees, including Plaintiffs, 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 or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employee, including Plaintiffs, for his or her individual share of taxes related to any payment made under this Settlement or any compensation provided at any time by any Defendant or any of the Released Parties, each Aggrieved Employee, including Plaintiffs, shall be responsible for his or her own defense of and any payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's, including Plaintiffs, share of any state or federal tax obligation. Aggrieved Employees, including Plaintiffs, agree to hold Defendant and any of the Released Parties harmless and to fully indemnify Defendant and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys' fees, which Defendant and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the IRS, the California Franchise Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the

Aggrieved Employees, including Plaintiffs, if any, to such authority or agency as a result of the tax treatment of the payments described above. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, he or she shall contact the Settlement Administrator. Aggrieved Employees, including Plaintiffs, shall not contact Defendant or any of the Released Parties regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

V. SETTLEMENT FUNDING

A. Based on records kept in the ordinary course of business, Defendant's records show that Aggrieved Employees employed by Defendant worked approximately 2,800 pay periods during the period of March 5, 2023, through present. The records further show that Defendant employed approximately 92 allegedly Aggrieved Employees during this time period.

B. Not later than thirty (30) days after this Agreement is approved by the Court, Defendant will deliver information sufficient to identify the Aggrieved Employees to the Administrator, in the form of a Microsoft Excel spreadsheet. For clarity, Defendant may provide hire and termination dates from which the Administrator may calculate total PAGA Pay Periods in lieu of making that calculation. To protect Aggrieved Employees' 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 Defendant and Administrator employees who need access to the Aggrieved Employee Data to effect and perform their duties under this Agreement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement, shall not be shared with Plaintiffs' counsel.

C. Defendant shall fund a Qualified Settlement Fund with the amount of the Gross Settlement Fund within thirty (30) days after the Effective Date.

VI. PAYMENTS FROM THE GROSS SETTLEMENT FUND

A. In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, or if for any reason final approval of the settlement does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

B. Within twenty-one (21) days after Defendant completes funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will mail the Notice of PAGA Settlement (attached hereto as "Exhibit A"), together with settlement checks containing their full Individual PAGA Payments, with no claims process required, to all Aggrieved Employees, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and to return all undeliverable Notices of PAGA Settlement.

C. Additionally, within twenty-one (21) days after Defendant completes funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will transmit the checks for the LWDA PAGA Payment, the Administration Expenses Payment, the Attorneys' Fees Payment, and the Litigation Expenses Payment in accordance with this Agreement.

D. The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is one hundred and eighty (180) days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees to the most updated address available to the Administrator.

E. The Settlement Administrator shall not withhold any taxes from the Individual PAGA Payment. The Administrator will issue the appropriate tax reporting documentation within the same tax year that the Settlement is paid to the Aggrieved Employees.

F. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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.

G. For any Individual PAGA Payment check that 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 individual, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

VII. RELEASE OF CLAIMS

A. General Release by Plaintiffs: The Parties will execute separate individual settlement and release agreements, addressing the general release Plaintiffs are providing to Defendant in exchange for the Individual Settlement Payments.

B. Release of PAGA Claims: All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

VIII. FILING OF THE CONSOLIDATED COMPLAINT

A. Second Amended Complaint: Prior to the filing of the motion for approval of the Settlement, the Parties will stipulate to the filing of the Second Amended Complaint, which will amend the Lawsuit to include all Plaintiffs and all allegations and claims that were asserted in any PAGA letters submitted by Plaintiffs to the LWDA. To the extent either Plaintiff plans on bringing new claims in the Second Amended Complaint, the Plaintiffs will also submit amended LWDA letters. Plaintiffs shall present a draft Second Amended Complaint to Defendant for its review and approval and such Complaint shall be attached to this Settlement Agreement as Exhibit B and filed with the Court. The Court's approval of the Parties' stipulation to file the attached Second Amended Complaint is a material term of this Agreement. If, despite the Parties' best efforts, the Court does not grant leave to file the Second Amended Complaint, the Parties will cooperate in an attempt to reach an alternative resolution to effectuate the settlement of this action. Defendant's stipulation to the filing of the Second Amended Complaint is for the purposes of this Settlement only. If this Settlement is not effectuated for any reason, the Parties further stipulate that the Second Amended Complaint will be void and the Parties will return their prior positions as if the Second Amended Complaint had not been filed.

IX. APPROVAL OF PAGA SETTLEMENT

A. Responsibilities of Counsel: Plaintiffs' Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing either a Stipulation or unopposed Motion for Approval of the PAGA settlement not later than thirty (30) days after the full execution of this Agreement; obtaining the earliest available hearing date mutually convenient for Plaintiffs' Counsel and Defense Counsel for the approval; and for appearing in Court to advocate in favor of the approval as necessary. Plaintiffs' Counsel is responsible for delivering the Court's Approval to the Administrator.

B. Transmission To LWDA: The Court's approval of the settlement as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by the PAGA.

C. Duty to Cooperate: If the Parties disagree on any aspect of the proposed Stipulation or unopposed Motion for Approval of the PAGA settlement, and/or the supporting declarations and documents, Plaintiffs' 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. Plaintiffs' Counsel agrees to timely consider and incorporate Defense Counsel's reasonable revisions to the Stipulation or unopposed Motion for Approval. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, Plaintiffs' 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 attempt to reach agreement on modifications to this Agreement to satisfy the Court's concerns.

X. SETTLEMENT ADMINISTRATION

A. Selection of the Administrator: The Parties have jointly selected Apex Class Action LLC to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, Apex Class Action LLC 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 Administrator's duties will include conducting a National Change of Address search to update Aggrieved Employees addresses as needed; setting up or identifying a toll-free telephone number and email and a fax number to receive communications from Aggrieved Employees; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Agreement; calculating, withholding, remitting, and reporting each Aggrieved Employee's share of applicable payroll taxes (including, without limitation, federal state and local income tax withholding, FICA, Medicare, and any state or local employment taxes); satisfying all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund; satisfying out of the Qualified Settlement Fund all taxes (including any estimated taxes, interest, or penalties) with respect to employer-side payroll taxes and taxes on the interest or other income earned by the Qualified Settlement Fund; satisfying any fees, expenses, and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and function as described in this Settlement Agreement, which such fees, costs, and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund; and otherwise administering the Settlement pursuant to this Agreement. 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.

XI. ADDITIONAL PROVISIONS

A. Confidentiality: Prior to the submission of the Settlement to the LWDA as well as the filing of the motion for approval of the Settlement, the Parties and their Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs' Counsel also agrees that, both before and after the filing of the motion for approval of the Settlement (including after the Court grants approval of the Settlement), they will refrain from and will not take any steps to publicize the Settlement, will not make any statements about the Settlement on social media, and will not post any statements about the Settlement on any websites. This paragraph does not restrict (1) Plaintiffs' Counsel's communications with Plaintiffs and Aggrieved Employees in accordance with Class Counsel's ethical obligations owed to Plaintiffs and Aggrieved Employees; (2) Plaintiffs' Counsel's ability to identify the Settlement and/or this action to demonstrate their adequacy as class or representative action counsel in other actions; or (3) Defendant's ability to disclose the Settlement in filings that it is required to make with the IRS, including IRS Form 990 filings, or in other disclosures.

B. <u>Continuing Jurisdiction of the Court</u>: The Parties agree that, after entry of final judgment, the Court will retain jurisdiction over the Parties, the Lawsuit, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

C. <u>Waiver of the Right to Appeal</u>: Provided the judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Aggrieved Employees 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.

D. <u>Escalator Clause</u>:

1. The Gross Settlement Amount was calculated based on Defendant's estimate that, as of the date of mediation, 92 Aggrieved Employees worked approximately 2,800 PAGA Pay Periods during the period of March 15, 2023, through December 20, 2024.

2. In the event Aggrieved Employees worked more than 3,080 PAGA pay periods prior to final Approval, Defendant, at its option may elect to do either of the following: (1) end the PAGA Period on the date in which the number of PAGA Pay Periods reaches 3,080; or (2) increase the Gross Settlement Amount in proportion to the number of total PAGA Pay Periods in excess of that number. For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by 15% over 2,800 PAGA Pay Periods, the amount of the Gross Settlement Amount will increase by 5%.

3. If this provision is triggered and the Gross Settlement Amount is increased, the Parties agree that the portion of the Gross Settlement Amount allocated to

attorneys' fees will increase proportionally such that the total amount of attorneys' fees that Plaintiffs may seek remains one-third of the Gross Settlement Amount, subject to approval by the Court, after the upward adjustment required by this provision is implemented.

E. 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 prior or contemporaneous agreements, understandings, representations, statements warranties, covenants, or inducements, whether oral or written and whether by a Party or such Party's legal counsel. No rights under this Agreement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

F. Attorney Authorization: Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

G. 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.

H. Tax Advice: Neither Plaintiffs' 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.

I. 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 legal representatives.

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

K. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

L. 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.

M. 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.

N. Use and Return of Aggrieved Employee Data: Information provided to Plaintiffs' Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data or other documentation or information provided to Plaintiffs' Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Administrator confirms the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Aggrieved Employee Data or other documentation or information received from Defendant and verify to Defense Counsel that such destruction has been completed.

O. 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.

P. 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 court day thereafter.

Q. 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 and the Aggrieved Employees

D. Law
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David Yeremian (State Bar No. 226337)
Alvin B. Lindsay (State Bar No. 220236)
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R. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or e-mail 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 executed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

S. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation of the Lawsuit shall remain stayed and that they will exercise all reasonable efforts to maintain the stays of the Lawsuit, except to effectuate the terms of this Agreement.

T. Fair Settlement: The Parties, Plaintiffs' Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

U. Parties' Authority: The signatories hereto represent that they are fully authorized to enter into this Settlement.

V. Effect on Effective Date: In the event that the Effective Date does not occur, this Agreement shall be deemed null, void and unenforceable, and each Party shall retain each of its respective rights as they existed as of the date of the mediation on December 20, 2024, and neither this Agreement, nor any of its accompanying exhibits, nor any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in the Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court tribunal, forum or proceeding.

W. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

X. Representations by Plaintiffs:

1. Plaintiffs acknowledge the following:

(a) Plaintiffs, and each of them, have carefully read and fully understand all of the provisions of this Settlement;

(b) Plaintiffs, and each of them, knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Plaintiffs, and each of them, were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiffs, and each of them, acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

Y. Representations by Defendant:

1. Defendant acknowledges the following:

(a) Defendant has carefully read and fully understands all of the provisions of this Settlement;

(b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with Defendant's attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: 4/18/2025 ____________

Signed by:
648BCBDA36304B9...

KYLE E. PETTY

DATED: 4/18/2025 ____________

DocuSigned by:
6AA4C09EEBC245A...

CORINA ANGELA MACIAS

AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

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DATED: ____________ ______________________________

RADIOLOGY PARTNERS MANAGEMENT, LLC

By:__________________

Title:_________________

AGREED TO BY PLAINTIFFS' COUNSEL:

D. Law, Inc.

DATED: 4/18/2025 ____________

Emil Davtyan
David Yeremian

Alvin B. Lindsay
Enoch Kim
Jean Hopkins Power
Melissa Rodriguez

Attorneys for Plaintiffs

AGREED TO BY DEFENDANT'S COUNSEL:

DUANE MORRIS LLP

DATED: _______________

____
Gerald L. Maatman, Jr.
Jennifer A. Riley
Nick Baltaxe
Poline Pourmorady
Attorneys for Defendant