

PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Brent Raymond Abbott (“Plaintiff”) and Defendant Western University of Health Sciences (“Defendant” or “Western”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging violation of the Labor Code pursuant to PAGA against Defendant captioned *Brent Raymond Abbott v. Western University of Health Sciences, et al.* initiated on April 17, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No: 24STCV09686.
- 1.2 “Administrator” means Rust Consulting the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Agreement” means this Settlement Agreement.
- 1.5 “Aggrieved Employee” means all hourly, non-exempt employees employed by Defendant Western University of Health Sciences, who worked during at least one pay period during the period defines as April 17, 2023, to July 3, 2026 (the “PAGA Period”).
- 1.6 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked during the PAGA Period.
- 1.7 “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.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defense Counsel” means David M. Lester, Esq. and Joshua N. Lange, Esq., of Atkinson, Andelson, Loya, Ruud & Romo.
- 1.10 “Effective Date” means the date when the Court’s order approving the PAGA

Resolution and entering judgment thereon (“Judgment”) becomes final. For purposes of the settlement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the date the Court enters Judgment; (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

- 1.11 “Gross Settlement Amount” means \$587,500.00, which is the amount Defendant agrees to pay subject to Paragraph 8 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, the PAGA Representative Enhancement Award, and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Enhancement Award, and the Administration Expenses Payment. The remainder is Net Settlement Amount to be paid as PAGA Penalties to Aggrieved Employees as Individual PAGA Payments and to the LWDA as the LWDA PAGA Payment.
- 1.17 “PAGA Counsel” means David Keledjian, Svetlana Hovhannisyan, Enoch J. Kim, and Marta Manus of D.LAW, Inc., the attorneys representing the Plaintiff in the Action.
- 1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Sanger Skilled Care for at least one day during the PAGA Period.
- 1.20 “PAGA Period” means the period from April 17, 2023, to July 3, 2026.
- 1.21 “PAGA Representative Enhancement Award” means the payment of \$5,000.00 to the PAGA Representative for initiating the Action and providing services in support of the

Action.

- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).
- 1.23 “PAGA Notice” means Plaintiff’s April 17, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) (LWDA #: LWDA-CM-1022872-24).
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25 “PAGA Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.
- 1.26 “Plaintiff” means Brent Raymond Abbott, the named plaintiff in the Action.
- 1.27 “Plaintiff’s Individual Settlement Payment” means a separate payment of \$7,500.00 to Plaintiff in exchange for Plaintiff’s general release of his individual claims, not subject to Court approval. This PAGA Settlement is contingent on Plaintiff signing and not revoking the separate settlement and general release agreement for Plaintiff’s Individual Settlement Payment. Plaintiff’s individual Settlement is not included in the Gross Settlement Amount.
- 1.28 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.29 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.30 “Released Parties” means Defendant Western University of Health Sciences, as referenced herein and as released in the settlement, will include Western University of Health Sciences and each of its past and present divisions, affiliates, parents, subsidiaries, predecessors, successors, joint ventures, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants.
- 1.31 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On April 17, 2024, Plaintiff on behalf of himself and all others similarly situated, and the general public, filed a Class Action Complaint against Defendant in a lawsuit currently pending in Los Angeles County Superior Court, Case No. 24STCV09686, alleging claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay

hourly wages and overtime; (4) failure to provide accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; and (7) unfair competition; and pursuant to California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and Cal. Bus. Code sections 17200 et. seq., as well as failure to pay reporting time pay under the California Labor Code and applicable IWC Wage Orders, failure to pay proper sick pay under California Labor Code section 246, failure to pay vacation wages under California Labor Code section 227.3, and failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, failure to pay split shift premiums under IWC Wage Order Nos. 1-15, section 4. On June 28, 2024, Plaintiff filed his First Amended Complaint to add a claim for civil penalties under the Private Attorneys General Act ("PAGA") on an individual and non-individual representative basis on behalf of alleged Aggrieved Employees ("First Amended Complaint").

2.2 On November 20, 2024, the Court ordered the class claims dismissed and Plaintiff's individual Labor Code and PAGA claims to arbitration ("Plaintiff's Individual Claims"), while Plaintiff's non-individual PAGA representative claims remained stayed in Court ("PAGA Claims" or "the Action"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies all liability for the causes of action alleged.

2.3 On April 17, 2024, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4 On December 20, 2024, Plaintiff submitted Plaintiff's Individual Claims to arbitration with the American Arbitration Association, AAA Case No. 01-24-0009-2575.

2.5 On May 8, 2026, the Parties participated in an all-day with an experienced wage and hour mediator, Steve Rottman, Esq. and agreed to resolve the Action.

2.6 Prior to mediation, Plaintiff obtained informal discovery from Defendant including a 10% sampling of pertinent payroll, timekeeping, and other data for Plaintiff and the Aggrieved Employees.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. The Gross Settlement Amount equals \$587,500.00. Defendant has no obligation to pay any portion of the Gross Settlement Amount payment 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 Final Approval:

3.2.1 To Plaintiff: PAGA Representative Enhancement Award to the PAGA Representative of not more than \$5,000.00 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Enhancement Award that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a PAGA Representative Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Enhancement Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount (equal to \$195,833.33) and PAGA Counsel Litigation Expenses Payment of actual and reasonable litigation costs and expenses incurred to prosecute the Action, subject to Court approval. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 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 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount shall be paid as PAGA Penalties, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 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 **1,500** Aggrieved Employees who worked a total of approximately **47,000** PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 calendar days of the Court's Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. 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 Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Administrator shall not share the Aggrieved Employee Data with Plaintiff or PAGA counsel. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers 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 fund the Gross Settlement Amount of the PAGA Resolution, in the amount of Five Hundred Eight-Seven Thousand Five Hundred Dollars and Zero Cents (\$587,500.00) as follows: (1) the first half of the Gross Settlement Amount of the PAGA Resolution shall be placed in a Qualified Settlement Fund administrated by an agreed upon claims administrator, within thirty (30) days after the Court enters an order approving the PAGA settlement agreement; and (2) the second half of the Gross Settlement Amount of the PAGA Resolution shall be placed in the same Qualified Settlement Fund no sooner than July 3, 2027. Should the Court approve the PAGA settlement agreement on or after July 3, 2027, then Defendant will fund the full amount of the Gross Settlement of the PAGA Resolution within thirty days after the Court enters an order approving the PAGA settlement agreement. None of the Gross Settlement Amount will be payable before Court approval and the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all

Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Enhancement Award, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment.

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. The Administrator will send the Notice of Settlement, attached hereto as **Exhibit A**, along with the Individual PAGA Payments to the Aggrieved Employees.

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 calendar 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 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Such payments also shall not affect the regular rate of pay for any such person.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Plaintiff and Aggrieved Employees:

Plaintiff agrees on behalf of himself, and as private attorney general acting on behalf of the State of California, and all other Aggrieved Employees, to release the Released Parties of all claims for PAGA civil penalties, as alleged, or reasonably could have been alleged, in the PAGA Letter and the First Amended Complaint, which shall include claims for PAGA civil penalties for alleged violation of (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide

accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; (7) failure to pay reporting time pay; (8) failure to pay proper sick pay, (9) failure to pay vacation wages; (10) failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, and (11) failure to pay split shift premiums, under California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 (“PAGA Released Claims”). PAGA Released Claims shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Letter and First Amended Complaint as it relates to the underlying California Labor Code claims referenced above, including any interest, statutory and civil penalties, attorneys’ fees, costs, in connection to Plaintiff’s claims for PAGA civil penalties during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff and PAGA Counsel will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff’s and PAGA Counsel’s Responsibilities. Plaintiff and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 calendar 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 Order Granting Approval 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 Rust Consulting to serve as the Administrator and verified that, as a condition of appointment, Rust Consulting 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES/ESCALATOR CLAUSE

Based on its records, Defendant's representation that the approximately 1,500 Aggrieved Employees worked approximately 47,000 pay periods as of the day of mediation. If the actual total number of pay periods worked by Aggrieved Employees during the PAGA Period should exceed the foregoing representation of 47,000 pay periods by more than fifteen percent (15%) (i.e. greater than 54,050), then the PAGA Settlement Amount shall be proportionally increased (i.e., if the pay periods increase by seventeen percent (17%), the PAGA Settlement Amount would increase by two percent (2%)).

9. 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.

- 9.1 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. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint 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).
- 10.2 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. It is an integrated agreement.
- 10.3 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.
- 10.4 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.
- 10.5 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.

- 10.6 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality/No Publicity. 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. Plaintiff and her counsel will maintain this Settlement as confidential and not publicly disclose the same, except as set forth in this Agreement. There will be no direct or indirect comment or publication by Plaintiff or her counsel of the Settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content (except as noted below), social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of the Settlement and the related awards of attorneys' fees and costs, or to direct communications between Plaintiff's counsel and Plaintiff or Aggrieved Employees in the Action. In response to any media inquiry, Plaintiff's counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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:

Plaintiff	Defendant
<u>D.Law, Inc.</u> David Keledjian d.keledjian@d.law Norayr Zakaryan n.zakaryan@d.law Enoch Kim e.kim@d.law Marta Manus m.manus@d.law 250 N Madison Ave, 2nd Floor Pasadena, CA 91101 Telephone: (818) 962-6465 Fax: (818) 962-6469	<u>Atkinson, Andelson, Loya, Ruud & Romo</u> David M. Lester David.Lester@aalrr.com Joshua N. Lange Joshua.Lange@aalrr.com 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone: (562) 653-3200 Fax: (562) 653-3333

10.16 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.

10.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 7/22/2026

PLAINTIFF BRENT RAYMOND ABBOTT

By:  Signed by:
9C486F3A89374B7...

Brent Raymond Abbott

Dated: _____

DEFENDANT WESTERN UNIVERSITY OF
HEALTH SCIENCES

By: _____

NAME:

TITLE:

APPROVED AS TO FORM AND CONTENT:

DATED: 7/23/2026



Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: _____

David M. Lester, Esq.
Joshua N. Lange, Esq.
ATKINSON, ANDELSON, LOYA,
RUUD & ROMO
Counsel for Defendant Western University of
Health Sciences

Dated: _____

PLAINTIFF BRENT RAYMOND ABBOTT

By: _____

Brent Raymond Abbott

Dated: 07/27/2026

DEFENDANT WESTERN UNIVERSITY OF
HEALTH SCIENCES

By: 

NAME: Joshua McFarlen

TITLE: CFO and Treasurer

APPROVED AS TO FORM AND CONTENT:

DATED: _____

Enoch J. Kim, Esq.

Marta Manus, Esq.

D.LAW, INC.

Counsel for Plaintiff

DATED: 7/28/26



David M. Lester, Esq.

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EXHIBIT A

[MAILING DATE]

NOTICE OF SETTLEMENT

Re: *Brent Raymond Abbott v. Western University of Health Sciences, et al.*
Superior Court of the State of California, County of Los Angeles, Case No: 24STCV09686

[ADMIN INFO]

Dear Western University of Health Sciences Current or Former Employee:

A settlement was reached between Plaintiff Brent Raymond Abbott and Defendant Western University of Health Sciences, et al. (“Defendant”) in the lawsuit referenced above (the “Action”). The purpose of this Notice is to advise you as to why you will receive a portion of the settlement. The settlement fully and finally resolves the Action.

On [DATE], the Court issued an Order approving settlement of the claim Plaintiff, a former employee of Defendant, brought against Defendant pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for civil penalties for alleged violations of certain provisions of the California Labor Code relating to, among other things, non-payment of wages, non-compliance with meal and rest period requirements, non-compliant wage statements, and failure to comply with record-maintenance requirements. Defendant denies these allegations, denies any wrongdoing of any kind associated with these allegations, and is confident that it has strong legal and factual defenses to these claims.

The Court has made no determination about Plaintiff’s allegations asserted in the Action. The Court has determined that there is sufficient evidence to suggest that the settlement is fair, adequate, and reasonable, and it has approved the settlement. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

The employees eligible to receive a payment (“Individual PAGA Payment”) under this settlement are defined as:

All hourly, non-exempt employees employed by Defendant Western University of Health Sciences, who worked during at least one pay period during the period defines as April 17, 2023, to July 3, 2026 (the “PAGA Period”), (hereafter “Aggrieved Employees” or individually “Aggrieved Employee.”).

The enclosed check represents your Individual PAGA Payment, which was calculated as your pro-rata (i.e., proportional) share of the penalties based on a formula that considered the total number of pay periods you worked at any time from April 17, 2023, to July 3, 2026. This payment is allocated as 100% penalties and will be reported on an IRS Form 1099 MISC, if required.¹ Your check is valid for **180 days** from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Property Fund administered by the

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

State of California Controller's office in the name of the Aggrieved Employee who did not cash the check within 180 days.

Plaintiff agrees on behalf of herself, and as private attorney general acting on behalf of the State of California, and all other Aggrieved Employees, to release Defendant Western University of Health Sciences, and each of its past and present divisions, affiliates, parents, subsidiaries, predecessors, successors, joint ventures, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants. (the "Released Parties") from all claims for PAGA civil penalties, as alleged, or reasonably could have been alleged, in the PAGA Letter and the First Amended Complaint, which shall include claims for PAGA civil penalties for alleged violation of (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; (7) failure to pay reporting time pay; (8) failure to pay proper sick pay, (9) failure to pay vacation wages; (10) failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, and (11) failure to pay split shift premiums, under California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 ("PAGA Released Claims"). PAGA Released Claims shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Letter and First Amended Complaint as it relates to the underlying California Labor Code claims referenced above, including any interest, statutory and civil penalties, attorneys' fees, costs, in connection to Plaintiff's claims for PAGA civil penalties during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims. (the "Released Claims").

The settlement is intended to be effective as a bar to all Released Claims. Plaintiff and the LWDA are forever barred and enjoined from instituting or prosecuting, either directly or indirectly, individually, collectively, and/or representatively, any Released Claim. The final judgment entered pursuant to this settlement binds the Aggrieved Employees who shall be bound by the judgment in any action brought by the LWDA with respect to the Released Claims against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Claim that arose during the PAGA Period.

There is no statutory right for Aggrieved Employees to object, opt out or otherwise exclude themselves from this Settlement.

DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

If you have any questions concerning this settlement, please contact the Settlement Administrator, [ADMIN NAME], at [ADMIN PHONE #]. If your check is lost or misplaced, you should contact Settlement Administrator immediately to request a replacement.