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PRIME HEALTHCARE LA PALMA, LLC
18

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF ORANGE

21
22 MAYLO BARNUEVO, NELSON BASILIO,
ERIC ADRIAN ESTRELLA, ERIC BRIAN
23 ESTRELLA, ALI KHATATBA, PATRICK
SANTIAGO LIM, KAREN SAMPSON,

24 Plaintiffs,

25 v.

26 PRIME HEALTHCARE LA PALMA, LLC;
27 DOES 1-100,

28 Defendants.

Case No. 30-2021-01223132-CU-NJC

**AMENDED JOINT STIPULATION OF
PAGA SETTLEMENT AND RELEASE OF
CLAIMS**

1 This Amended Joint Stipulation of PAGA Settlement and Release of Claims (“Agreement”) is
2 made and entered into between: (1) Maylo Barnuevo, Nelson Basilio, Eric Adrian Estrella, Eric Brian
3 Estrella, Ali Khatatba, Patrick Santiago Lim, Karen Sampson (collectively “Plaintiffs”), individually and
4 on behalf of the State of California and all current and former non-exempt employees working for
5 Defendant Prime Healthcare La Palma (“Defendant”) in California at any time between September 21,
6 2020, through September 10, 2025; and (2) Defendant, subject to approval from the Court, as provided
7 below.

8 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and
9 settle the Action (as defined below) and the Released Claims (as defined below), upon and subject to the
10 terms and conditions hereof, as follows:

11 1. DEFINITIONS

12 As used herein, for the purposes of this Agreement only, the following terms shall be defined as
13 set forth below:

14 1.1. “**Action**” refer to the Plaintiffs’ lawsuit *Maylo Barnuevo, Nelson Basilio, Eric Adrian*
15 *Estrella, Eric Brian Estrella, Ali Khatatba, Patrick Santiago Lim, Karen Sampson v. Prime Healthcare*
16 *La Palma, LLC*, Orange County Superior Court Case No. 30-2021-01223132-CU-NJC

17 1.2. “**Aggrieved Employees**” refers to all current and former non-exempt, hourly employees
18 working for Defendant in California at any time between September 21, 2020, through September 10,
19 2025.

20 1.3. “**Agreement**” refers to this Joint Stipulation of PAGA Settlement Agreement and
21 Release of Claims, which includes all of the Recitals and the Exhibits attached hereto.

22 “**Complaint**” refers to the Complaint filed on September 24, 2021, the First Amended Complaint filed
23 on November 30, 2021, and the Second Amended Complaint filed January 14, 2026.

24 1.5. “**Effective Date**” refers to the 15th calendar day after the date by which all of the
25 following have occurred: (a) this Agreement and the contemplated settlement receive approval from the
26 Court; and (b) the Court approval of the Settlement becomes Final.

27 1.6. “**Final**” when referring to the Court approval of the Settlement, means the last of the
28 following dates: (a) the first business day following the last date on which a notice of appeal from the

1 Court approval of the settlement may be filed and none is filed; or (b) if Court approval of the settlement
2 is granted and an appeal from the approval is filed, the date the Court approval of the settlement is
3 affirmed and is no longer subject to challenge in the courts.

4 1.7. **“Gross Settlement Amount”** refers to the maximum settlement payment Defendant may
5 be obligated to make in connection with the Settlement or Agreement, which in this case is no more than
6 \$500,000.00. This sum shall include all Individual Settlement Payments made to the Aggrieved
7 Employees, all Settlement Administrator administration costs, the LWDA Payment, attorneys’ fees, and
8 attorneys’ expenses, as set forth below.

9 The Gross Settlement Amount is a material term of this Agreement. To the extent
10 Plaintiffs or the Court seeks to require Defendant to pay more than the Gross Settlement Amount as part
11 of this Settlement or Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to
12 nullify the Settlement or Agreement.

13 1.8. **“Individual Settlement Payment”** refers to the amount calculated by the Settlement
14 Administrator to be distributed to each individual Aggrieved Employee, based on pay periods worked.
15 Partial pay periods will be counted as full pay periods.

16 1.9. **“LWDA Payment”** refers to a payment out of the Gross Settlement Amount, after
17 deduction of attorneys’ fees, attorneys’ expenses, and the Settlement Administrator administration costs,
18 with 75% of the payment going to the California Labor & Workforce Development Agency (“LWDA”)
19 as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the
20 PAGA. The remaining 25% of the payment will be the Net Settlement Amount which will be distributed
21 to the Aggrieved Employees.

22 1.10. **“Net Settlement Amount”** refers to the Gross Settlement Amount minus all Settlement
23 Administrator administration costs, attorneys’ fees, attorneys’ expenses, and the LWDA Payment. The
24 Net Settlement Amount shall include all Individual Settlement Payments due to Aggrieved Employees.
25 The Net Settlement Amount is the maximum amount that shall be available for distribution to the
26 Aggrieved Employees.

27 1.11. **“Notice of PAGA Settlement”** refers to the Notice of PAGA Settlement, substantially in
28 the form attached as Exhibit A.

1 1.12. **“PAGA Notices”** refers to the notice sent to the LWDA and to Defendant by Plaintiffs
2 on or about September 21, 2021, and the amended PAGA Notice dated January 5, 2026, alleging that
3 Defendant engaged in violations of the California Labor Code and California Wage Orders.

4 1.13. **“PAGA Period”** refers to the period of September 21, 2020, through September 10,
5 2025, as defined in this Agreement.

6 1.14. **“Released Claims”** refers to those claims defined in Section 6 of this Agreement. The
7 scope of the Released Claims is a material term of this Agreement. To the extent Plaintiffs or the Court
8 seeks to narrow the scope of the Released Claims, Defendant shall retain the right, in the exercise of its
9 sole discretion, to nullify the Settlement or Agreement.

10 1.15. **“Released Parties”** refers to Defendant Prime Healthcare La Palma, LLC plus its
11 parents, subsidiaries, affiliates, predecessors, successors and any other entity related to it and all of its
12 and their past and present directors, officers, employees and anyone else acting for any of them, to the
13 fullest extent allowed by law.

14 1.16. **“Settlement”** refers to terms of this Agreement, which includes the Recitals and the
15 Exhibits attached hereto.

16 1.17. **“Settlement Administrator”** refers to the third-party administrator, who has been
17 mutually selected by the Parties, subject to Court approval, to perform the notice, claims administration,
18 and distribution of payment functions further described in this Agreement. The Settlement Administrator
19 shall establish its own employer identification number and file an Internal Revenue Service Form W-9.
20 The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund
21 (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

22 **2. PROCEDURAL HISTORY AND RECITALS**

23 2.1. **PAGA Notice.** On September 21, 2021, Plaintiffs sent their original PAGA notice to the
24 LWDA and to Defendant. A copy of Plaintiffs’ original complaint, filed with the court on September 24,
25 2021, was attached to the original PAGA notice.

26 2.2. **Causes Of Action.** On September 24, 2021, Plaintiffs filed a complaint against
27 Defendant alleging (1) California Minimum Wage Violations, (2) California Overtime/Double Time
28 Violations, (3) Damages & Relief Under California Controlled Standby Law and/or Reporting Time

1 Law, (4) Common Counts for Reasonable Values of Services, (5) California Labor section 226,
2 (6) Labor Code section 2802, (7) California Labor Code section 558 Penalties, (8) Meal Break
3 Violations, (9) Rest Break Violations, and (10) B&P 17200 Violations.

4 On November 30, 2021, Plaintiffs filed a First Amended Complaint adding an eleventh cause of
5 action under PAGA based on the alleged underlying allegations of (1) California Minimum Wage
6 Violations, (2) California Overtime/Double Time Violations, (3) Damages & Relief Under California
7 Controlled Standby Law and/or Reporting Time Law, (4) Common Counts for Reasonable Values of
8 Services, (5) California Labor section 226, (6) Labor Code section 2802, (7) California Labor Code
9 section 558 Penalties, (8) Meal Break Violations, and (9) Rest Break Violations.

10 2.3. On January 9, 2026, Plaintiffs filed a Second Amended Complaint alleging (1) California
11 Minimum Wage Violations, (2) California Overtime/Double Time Violations, (3) Damages & Relief
12 Under California Controlled Standby Law and/or Reporting Time Law, (4) Common Counts for
13 Reasonable Values of Services, (5) California Labor section 226, (6) Labor Code section 2802,
14 (7) PAGA (Labor Code 2699, Et Seq.), (8) Meal Break Violations, (9) Rest Break Violations, (10) B&P
15 17200 Violations, and (11) Labor Code 203 Penalties.

16 **2.4. The Parties Have Informally Exchanged Information To Fully Assess The Claims.**

17 After the Parties stipulated to arbitration of the Plaintiffs' individual claims, the Court ordered the
18 representative actions stayed pending completion of arbitration of Plaintiffs' individual claims.
19 Thereafter the Parties participated in a 31-day arbitration which began on July 8, 2024, and concluded
20 on August 11, 2025. Following the conclusion of the arbitration hearing, the Parties engaged in
21 settlement discussions. As part of the negotiations, Defendant provided data points to Plaintiffs
22 regarding the Aggrieved Employees. The Parties engaged their own experts to independently review and
23 analyze the data.

24 **2.5. Defendant's Denials.** Defendant denied and continues to deny: (a) all of the allegations
25 made by the Plaintiffs on behalf of themselves and the Aggrieved Employees in the Actions; (b) that it
26 violated any applicable laws; (c) that it is liable or owes any damages, civil penalties, or other
27 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Actions;
28 and, (d) that representative treatment of the Actions or any alleged claim is proper. Defendant

1 emphasizes that the Court has not made any findings of liability as to it and the Court has not
2 determined that Plaintiffs may proceed in a representative capacity.

3 Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without
4 admitting or conceding that representative treatment is appropriate for any purpose other than settlement
5 purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this
6 Agreement, to avoid the burden, expense, and uncertainty of continuing the Actions. Any stipulations or
7 statements by Defendant contained in this Agreement are made for settlement purposes only.

8 **2.6. Plaintiffs' Counsel's Evaluation.** Based on Plaintiffs' counsel's investigation and
9 evaluation, Plaintiffs' counsel is of the opinion that the terms set forth in this Agreement are fair,
10 reasonable, adequate, and in the best interest of the Aggrieved Employees. Plaintiffs' counsel diligently
11 and effectively investigated Plaintiffs' claims, drafted the Complaints, and reviewed and analyzed
12 documents and data produced. Plaintiffs' counsel concluded that the Settlement reflected in this
13 Agreement is in the best interests of the Aggrieved Employees, after evaluating the risk that further
14 litigation might result in Plaintiffs and the Aggrieved Employees not recovering anything at all was a
15 very significant factor in determining that this Agreement is fair, reasonable, and adequate.

16 **2.7. Amended PAGA Notice.** Plaintiffs filed an Amended PAGA notice with the LWDA on
17 January 5, 2026 to conform the notice with the scope of the release.

18 **2.8. Second Amended Complaint.** Plaintiffs filed a Second Amended Complaint in the
19 Action on January 9, 2026 to conform the pleadings with the scope of the release. Defendant will not be
20 required to file an answer or other responsive pleading to the Second Amended Complaint.

21 **2.9.** The executed version of this Agreement has been submitted to the Labor and Workforce
22 Development Agency pursuant to Labor Code § 2699(1)(2).

23 **2.10. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
24 compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action,
25 obligations or liability of any and every kind that were or could have been asserted in the Action, to the
26 extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying the
27 allegations as set forth in the claims in the Second Amended Complaint.
28

1 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein, and of
2 the release and dismissal of all Released Claims, the Parties stipulate and agree to the terms and
3 provisions of this Settlement and Agreement, subject to the approval of the Court.

4 **3. SETTLEMENT ADMINISTRATION**

5 **3.1. Settlement Administrator.** The Parties request that the Court appoint Apex Class Action
6 Administration as the Settlement Administrator. The Parties agree that settlement administration costs
7 shall not exceed \$6,490.00, based on a written bid received from the Settlement Administrator. All
8 disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by
9 the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have
10 continuing jurisdiction over this Agreement until all payments and obligations contemplated by this
11 Agreement have been fully completed.

12 **3.2. Aggrieved Employee Data For Settlement Administrator.** Within 21 calendar days of
13 the entry of an order approving this Settlement, Defendant shall provide to the Settlement Administrator
14 the following information: (1) name of each Aggrieved Employee; (2) most current known address of
15 each Aggrieved Employee; (3) social security number of each Aggrieved Employee; and (4) the total
16 number of pay periods worked (defined as a pay period in which the Aggrieved Employee worked at
17 least one day) by each Aggrieved Employee during the PAGA Period.

18 **3.3. Confidentiality Of Aggrieved Employee Contact Information And Data.** The contact
19 information is being provided confidentially to the Settlement Administrator only (not to Plaintiffs'
20 counsel), and the Settlement Administrator shall treat the information as private and confidential and
21 take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved
22 Employees. This information is to be used only to carry out the Settlement Administrator's duties as
23 specified in this Settlement Agreement. The Settlement Administrator shall return the Aggrieved
24 Employee data to Defendant or confirm its destruction upon completion of the Settlement
25 Administrator's duties in administering the Settlement.

26 **3.4. Notice Of PAGA Settlement to Accompany Individual Settlement Payments.** The
27 Settlement Administrator shall mail a Notice of PAGA Settlement to the Aggrieved Employees along
28 with the Individual Settlement Payments. The Settlement Administrator shall send the Notice of PAGA

1 Settlement with the Individual Settlement Payments via First Class U.S. Mail, using the most current,
2 known mailing address for each Aggrieved Employee based on information provided by Defendant. A
3 copy of the Notice is attached as Exhibit 1. Upon receipt of this information from Defendant, the
4 Settlement Administrator shall perform a search based on the National Change of Address Database
5 maintained by the United States Postal Service to update and correct any known or identifiable address
6 changes. In addition, the Settlement Administrator will maintain a website with a copy of Exhibit 1 (the
7 Notice), information about this settlement, and phone numbers to call concerning the settlement which
8 shall include the Settlement Administrator and Plaintiffs' counsel.

9 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

10 **4.1. Gross Settlement Amount.** Defendant agrees to pay up to a maximum Gross Settlement
11 Amount of \$500,000. The \$500,000 Gross Settlement Amount refers to the maximum settlement
12 payment Defendant may be obligated to make in connection with the Settlement or Agreement, and shall
13 include all Individual Settlement Payments made to Aggrieved Employees, all Settlement Administrator
14 administration costs, the LWDA Payment, and attorneys' fees and expenses. The Gross Settlement
15 Amount shall be funded by wire thirty (30) calendar days after the Effective Date.

16 **4.2. Aggrieved Employee Group Size Estimate.** This settlement is based on data provided
17 by Defendant showing that the Aggrieved Employees collectively worked 48,751 pay periods between
18 September 21, 2020 and September 10, 2025.

19 **4.3. Attorneys' Fees and Costs.** Plaintiffs' Counsel intends to request that the Court approve
20 an attorneys' fees and costs award for (a) attorneys' fees in an amount up to 1/3 of the Gross Settlement
21 Amount (or \$166,666.67), and (b) costs in the amount of up to \$51,030.09, supported by adequate
22 documentation by Plaintiffs' counsel's billing statement. Except as provided in this Agreement,
23 Defendant shall have no liability for any other attorneys' fees or costs.

24 **4.3.1 Timing of Payment of Attorneys' Fees and Costs.** The Settlement
25 Administrator shall pay to Plaintiffs' counsel any approved attorneys' fees and costs award fourteen (14)
26 calendar days after the full funding of the Gross Settlement Amount as set forth in Section 4.1. The
27 Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiffs' counsel for
28 any attorneys' fees and costs award payment. Plaintiffs' counsel shall be solely and legally responsible

1 for paying all applicable taxes on any attorneys' fees and costs award payments and shall indemnify and
2 hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a
3 result of the payment.

4 **4.4. Settlement Administration Costs.** Plaintiffs' Counsel intends to request that the Court
5 approve Settlement Administration Costs of up to \$6,490.00. Upon completion of administration of the
6 Settlement, the Settlement Administrator shall provide written certification of such completion to
7 Plaintiffs' Counsel and Defendant's Counsel. The Parties agree to cooperate in the settlement
8 administration process and to make all reasonable efforts to control and to minimize settlement
9 administration costs.

10 **4.5. LWDA Payment.** Plaintiffs' Counsel will seek approval for a Private Attorneys General
11 Act ("PAGA") payment out of the Gross Settlement Amount of \$500,000 which shall be allocated as
12 75% of the Gross Settlement Amount less attorneys' fees and costs and settlement administration costs,
13 or \$206,859.93 ($\$500,000 - \$166,666.67 - \$51,030.09 - \$6,490 = \$275,813.24 \times 75\% = \$206,859.93$),
14 going to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement
15 pursuant to the PAGA.

16 **4.6. Individual Settlement Payments From the Net Settlement Amount.** This Settlement
17 shall be a non-reversionary Settlement. Each Aggrieved Employee shall be entitled to an Individual
18 Settlement Payment consisting of their share of the Net Settlement Amount, in accordance with the
19 formula set forth in Section 4.6.1 below. The Net Settlement Amount is \$68,953.31, which is the Gross
20 Settlement Amount minus settlement administration costs, attorneys' fees and costs, and the LWDA
21 Payment ($\$500,000 - \$166,666.67 - \$51,030.09 - \$6,490 - \$206,859.93 = \$68,953.31$).

22 **4.6.1 Calculation and Payment of Individual Settlement Payment.**

23 The Aggrieved Employees shall have their share of the Individual Settlement Payment paid one
24 hundred percent (100%) as civil penalties for which no taxes will be withheld and for which a Form
25 1099 will be issued by the Settlement Administrator. The Individual Settlement Payment shall be
26 determined based on the following formula:
27
28

1 (1) The individual payment to Aggrieved Employees will be based on the number of
2 pay periods that each Aggrieved Employee worked for Defendant during the PAGA Period. Partial pay
3 periods will be counted as full pay periods.

4 (2) Aggrieved Employees shall receive a portion of the Net Settlement Amount
5 proportionate to the number of pay periods worked by that Aggrieved Employee during the PAGA
6 Period compared to the total number of pay periods worked by all Aggrieved Employees during the
7 PAGA Period.

8 (3) The amount to be paid per pay period will be calculated by dividing the Net
9 Settlement Amount that will be paid to Aggrieved Employees by the total number of pay periods worked
10 by all Aggrieved Employees during the PAGA Period.

11 (4) Defendant's records shall be determinative for purposes of calculating the number
12 of pay periods worked and any payments to Aggrieved Employees.

13 4.7. **Timing of Individual Settlement Payments.** The Settlement Administrator shall issue
14 the distribution of the Individual Settlement Payments no later than fourteen (14) calendar days after the
15 funding of the Gross Settlement Amount.

16 4.8. **Undeliverable or Uncashed Checks.** Any settlement checks distributing Individual
17 Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent within five
18 (5) calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding
19 address is provided, the Settlement Administrator shall attempt to determine the correct address using
20 the National Change of Address Database maintained by the United States Postal Service, and it shall
21 then perform a re-mailing within five (5) calendar days. The amount of any Individual Settlement
22 Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the
23 initial mailing of the Individual Settlement Payments will be sent to the California State Controller's
24 Office to be held as "Unclaimed Property" in the name of the Aggrieved Employee. The Settlement
25 Administrator shall notify Plaintiffs' Counsel and Defendant's Counsel of any undeliverable checks.

26 4.9. **Tax Payment Considerations.** The Parties agree that all Individual Settlement Payments
27 are paid 100% as civil penalties and shall not be subject to payroll tax withholdings. The Settlement
28 Administrator shall issue any necessary IRS Form 1099 to Aggrieved Employees for their respective

1 Individual Settlement Payments. Aggrieved Employees shall indemnify and hold harmless Released
2 Parties from any claim or liability for taxes, fees, costs, penalties, or interest arising as a result of the
3 payments. Plaintiffs' Counsel, Defendant's Counsel, Released Parties, and the Settlement Administrator
4 are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to
5 this Agreement.

6 **4.10. No Impact On Contributions To Employee Benefit Plans.** None of the payments made
7 pursuant to the Settlement and this Agreement shall be considered to alter the terms or to grant any
8 rights to additional payments under any employee benefit plans, including but not limited to employee
9 stock ownership or benefit plans. None of the payments made pursuant to the Settlement and this
10 Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or
11 contributions to any employee stock ownership or benefit plan, including, without limitation, all plans
12 subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of
13 payments to Plaintiffs or Aggrieved Employees shall not be considered as a payment of wages or
14 compensation under the terms of any applicable employee stock ownership or benefit plan and shall not
15 affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level
16 of benefits under any applicable plan.

17 Any amounts paid will not impact or modify any previously credited hours of service or
18 compensation taken into account under any bonus or incentive plan, benefit plan sponsored or
19 contributed to by Defendant or any jointly-trusted benefit plan, or for purposes of calculating the
20 regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee
21 benefit plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k)
22 plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing,
23 retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation,
24 or any other similar benefit plan, practice, program, or policy.

25 **5. RELEASES**

26 **5.1. Release by Aggrieved Employees.** Upon full funding of the Gross Settlement Amount,
27 the Plaintiffs, on behalf of the State of California, each Aggrieved Employee, including Plaintiffs, and
28 each of their respective executors, administrators, representatives, agents, heirs, successors, assigns,

1 trustees, spouses, or guardians, will release Defendant and each of the Released Parties of and from any
2 and all claims for PAGA civil penalties due to underlying violations of California Labor Code sections
3 200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 2802, and in addition claims under Wage Order 5. In
4 general, these underlying statutes relate to: (1) failure to pay minimum wages, (2) failure to pay
5 overtime and double time wages, (3) failure to pay standby or reporting time compensation, (4) failure to
6 provide accurate itemized wage statements, (5) failure to indemnify/reimburse business expenses,
7 (6) failure to provide meal periods, (7) failure to provide rest breaks; (8) failure to pay all wages due
8 when an employee quits or is fired; and (9) recordkeeping requirements pertaining to wages. The
9 specific PAGA penalties being released due to these alleged underlying violations are California Labor
10 Code sections 204, 208, 210, 215, 216, 226.3, 226.4, 226.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12,
11 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and any potential PAGA penalties based on Code of
12 Regulations Title 8 section 11050, and the applicable IWC wage order for the same conduct. This is a
13 release for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et*
14 *seq.* based on the facts or claims alleged in the PAGA Notices and Complaint. The Released PAGA
15 Claims do not release any Aggrieved Employees' individual claims for wages or statutory penalties
16 other than those available through PAGA as PAGA penalties.

17 **5.2. Acknowledgement of Binding Terms of the Settlement, Despite Other Potential**
18 **Claims.** Plaintiffs' Counsel and Plaintiffs acknowledge that they may hereafter discover facts or law
19 different from, or in addition to, the facts or law they know or believe to exist with respect to the
20 Released Claims. Plaintiffs' Counsel and Plaintiffs nonetheless agree that this Agreement and the
21 Released Claims contained in it shall be and remain effective in all respects notwithstanding such
22 different or additional facts or law regarding such Released Claims. These releases do not include any
23 claims that cannot be waived as a matter of law, but the Plaintiffs agree that they will not accept any
24 monetary recovery or benefit from any proceedings relating to any such claims.

25 **5.3. No Admission of Liability.** By entering into this Agreement, Defendant in no way
26 admits any violation of law or any liability whatsoever to the Aggrieved Employees, individually or
27 collectively, and expressly denies all such liability. Neither this Agreement, nor any other Settlement
28 documents, shall be offered in any case or proceeding as evidence of any admission by Defendant of any

1 liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into
2 this Agreement, Defendant in no way admits to the suitability of this case for representative action
3 litigation, other than for purposes of Settlement. Rather, Defendant enters into this Agreement to avoid
4 further protracted litigation and to resolve and to settle all disputes with the Aggrieved Employees.

5 The Parties understand and agree that this Agreement and all exhibits thereto are settlement
6 documents and shall be inadmissible for any purpose in any proceeding, except an action or proceeding
7 to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent
8 permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as
9 the basis for an injunction against any action, suit, or other proceeding that may be instituted,
10 prosecuted, or attempted in breach of this Agreement.

11 **6. MISCELLANEOUS**

12 **6.1. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation, except
13 such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the
14 Settlement is not approved, the Parties agree that they will revert to their positions in the lawsuit prior to
15 the time the Settlement was reached, and no agreements set forth in this Agreement or any documents
16 generated or orders issued related to the Settlement will be admissible in any future proceeding in this or
17 any other action. Defendant agrees to waive the running or application of the five-year trial statute (Cal.
18 Code of Civ. Proc. § 583.310) during the pendency of this Settlement.

19 **6.2. Parties' Authority.** The signatories hereto represent that they are fully authorized to
20 enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein

21 **6.3. Entire Agreement.** This Agreement, which includes the Definitions, Recitals, and all
22 Exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the subject
23 matter contained herein, and all prior and contemporaneous negotiations and understandings between
24 the Parties shall be deemed merged into this Agreement.

25 **6.4. Materiality of Terms.** The Parties have arrived at this Agreement as a result of arm's-
26 length negotiations. Where stated in this Agreement, certain terms are material and revision of these
27 material terms will allow a Party the option to void this Agreement.
28

1 **6.5. Counterparts.** This Agreement may be executed in counterparts, and when each party
2 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and
3 when taken together with other signed counterparts, shall constitute one signed Agreement, which shall
4 be binding upon and effective as to all Parties.

5 **6.6. Facsimile or Scanned Signatures For This Agreement.** Any party may sign and deliver
6 this Agreement by signing on the designated signature block and transmitting that signature page via
7 facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and
8 transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Agreement
9 shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party
10 who transmits the signature page.

11 **6.7. Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to
12 the Plaintiffs, Aggrieved Employees, their spouses, children, representatives, heirs, administrators,
13 executors, beneficiaries, conservators, attorneys, and assigns.

14 **6.8. Waivers and Modifications to Be in Writing.** No waiver, modification, or amendment
15 of the terms of this Agreement, whether purportedly made before or after the Court's approval of this
16 Agreement, shall be valid or binding, unless in writing, signed by or on behalf of all Parties and then
17 only to the extent set forth in such written waiver, modification, or amendment, subject to any required
18 Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any
19 of the provisions of this Agreement shall not be deemed a waiver of future performance of the same
20 provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such
21 failure, shall have the right thereafter to insist upon the specific performance of any and all of the
22 provisions of this Agreement. The time periods and dates provided in this Agreement with respect to
23 giving of notices and hearings are subject to Court approval and modification by the Court or by written
24 stipulation of Plaintiffs' Counsel and Defendant's Counsel.

25 Any notice to be given pursuant to this Agreement shall be made by email and overnight delivery
26 to Plaintiffs' Counsel or Defendant's Counsel. If Aggrieved Employees have questions about this
27 Agreement or their Individual Settlement Payments, they must contact the Settlement Administrator,
28

1 rather than Defendant. Defendant shall have no obligation to respond to communications by Aggrieved
2 Employees.

3 **6.8.1 Exhibits Incorporated by Reference.** The terms of this Agreement include the terms set
4 forth in any attached exhibit, which are incorporated by this reference as though fully set forth herein.
5 Any exhibit to this Agreement is an integral part of the Settlement.

6 **6.8.2 Captions.** The captions or headings of the sections and paragraphs of this Agreement
7 have been inserted for convenience of reference only and shall have no effect upon the construction or
8 interpretation of any part of this Agreement.

9 **6.8.3 Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid,
10 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with
11 applicable precedents so as to render all provisions of this Agreement valid and enforceable.

12 **6.9. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate fully
13 with each other and shall use their best efforts to obtain the Court's approval of this Agreement and all
14 of its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to
15 execute and to deliver such other documents as are reasonably necessary to carry out the provisions of
16 this Agreement.

17 **6.10. No Prior Assignments or Undisclosed Liens.** The Plaintiffs and Plaintiffs' Counsel
18 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or
19 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees
20 and costs award to be paid pursuant to this Agreement. The Plaintiffs and Plaintiffs' Counsel further
21 represent and warrant that there are not any liens or claims against any of the amounts to be paid by
22 Defendant pursuant to this Agreement. The Plaintiffs and Plaintiffs' Counsel agree to defend, to
23 indemnify, and to hold Defendant and Released Parties harmless from any liability, losses, claims,
24 damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
25 representations or from any lien or assignment.

26 **6.11. Confidential Documents and Information.** Plaintiffs' Counsel agree that they will
27 destroy or return to Defendant's counsel all documents and information marked Confidential and
28 provided to them by Defendant within 60 calendar days after the completion of the administration of the

1 Settlement. Plaintiffs' Counsel further agrees that none of the documents and information marked
2 Confidential and provided to them by Defendant shall be used for any purpose other than prosecution of
3 this Action or the defense or prosecution of a malpractice action.

4 **6.12. No Tax Advice.** Neither Plaintiffs' Counsel, Defendant's Counsel, Defendant, or any
5 Released Parties intend anything contained in this Settlement or Agreement to constitute advice
6 regarding taxes or taxability, nor shall anything in this Settlement or Agreement be relied upon as such
7 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended)
8 or otherwise.

9 **6.13. No Statements to Media.** Neither side, including the Parties, shall make any public
10 statements to the news, print, electronic, or Internet media concerning the Settlement, and both sides
11 agree to decline to respond to media inquiries concerning the Settlement. Plaintiffs' Counsel shall not
12 publicize the settlement in their marketing materials, website, or other advertising media.

13 **6.14. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
14 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
15 Agreement and Settlement under California Code of Civil Procedure section 664.6. The Court shall not
16 have jurisdiction to modify the terms of the Agreement without the consent of all of the Parties.

17 **6.15. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
18 they agree to first attempt to resolve the dispute informally through good-faith negotiations but if those
19 efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the
20 mediator, and all parties will bear their own fees and costs.

21 **6.16. Governing Law.** This Settlement and Agreement was made and entered into in the State
22 of California. All terms of this Agreement shall be governed by and interpreted according to the
23 substantive laws of the State of California and the procedural laws of the United States of America.

24 **SO AGREED AND SO STIPULATED.**
25
26
27
28

1 DATED: 11/08/2026

PLAINTIFF MAYLO BARNUEVO

2
3 By: 
Maylo Barnuevo (Aug 11, 2026 10:13:04 PDT)

4 DATED: 11/08/2026

PLAINTIFF NELSON BASILIO

6 By: 
Nelson Basilio (Aug 11, 2026 10:01:43 PDT)

8 DATED: 11/08/2026

PLAINTIFF ERIC ADRIAN ESTRELLA

10 By: 
Eric Adrian Estrella (Aug 11, 2026 10:01:43 PDT)

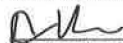
12 DATED: 11/08/2026

PLAINTIFF ERIC BRIAN ESTRELLA

14 By: 
Eric Brian Estrella (Aug 11, 2026 12:17:59 PDT)

16 DATED: 08/11/2026

PLAINTIFF ALI KHATATBA

18 By: 
Ali Khatatba (Aug 11, 2026 18:16:34 PDT)

20 DATED: 11/08/2026

PLAINTIFF PATRICK SANTIAGO LIM

22 By: 
PATRICK SANTIAGO LIM (Aug 11, 2026 10:01:43 PDT)

1 DATED: 11/08/2026
2
3

PLAINTIFF KAREN SAMPSON

4 By: ~~_____~~ 12 Aug 11, 2026 15:43:09 PDT
5 KAREN SAMPSON

6 DATED: 8/14/2026
7

DEFENDANT PRIME HEALTHCARE LA PALMA, LLC

8 By: Billie J. Pierce

9 Print Name: Billie J. Pierce

10 Title: Vice President/Deputy General Counsel

11
12 DATED: 8-11-26

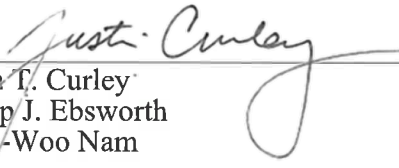
EMPLOYMENT LAWYERS GROUP

13
14 By: 
15 Karl Gerber

Attorney for all Plaintiffs

16 DATED: 8-11-26
17

SEYFARTH SHAW LLP

18
19 By: 
20 Justin T. Curley
Phillip J. Ebsworth
Yoon-Woo Nam

21 Attorneys for Defendant
22 PRIME HEALTHCARE LA PALMA, LLC

23 327786678v.1
24
25
26
27
28

EXHIBIT A

WHY AM I RECEIVING THIS NOTICE?

You are receiving this letter in connection with the resolution of a lawsuit pending in Department CX102 of the Orange County Superior Court entitled *Maylo Barnuevo, Nelson Basilio, Eric Adrian Estrella, Eric Brian Estrella, Ali Khatatba, Patrick Santiago Lim, Karen Sampson v. Prime Healthcare La Palma, LLC*, Orange County Superior Court Case No. 30-2021-01223132-CU-NJC because you were identified as an alleged aggrieved employee under the Private Attorneys General Act (PAGA) due to you being a current or former nonexempt California employee of Prime Healthcare La Palma, LLC at any time between September 21, 2020 and September 10, 2025.

WHAT IS BEING SETTLED?

A lawsuit was brought for PAGA civil penalties under the California Labor Code. PAGA (California Labor Code Section 2699, et. seq.) allows private employees to bring cases for Labor Code violations that normally only the Department of Labor Standards Enforcement (DLSE) is able to pursue for civil penalties. At the time this case was filed, by law 75% of the penalties had to go to the Labor Workforce Development Agency (LWDA) and 25% of the penalties had to go to the alleged aggrieved employees.

The gross amount of this settlement is \$500,000.00. Deducted from this gross amount are court approved attorney fees to Karl Gerber of the Employment Lawyers Group of \$166,666.67, and costs reimbursement of \$51,030.09 for costs incurred litigating this action. Also deducted from the gross settlement amount are the costs of Settlement Administrator Apex Class Action Administration of \$6,490.00, leaving a net settlement amount of \$275,813.24. By law, \$206,859.93 (75% of the net proceeds) must go to the LWDA (a branch of California government). Also by law, \$68,953.31 (25%) must go to the PAGA settlement recipients. Settlement recipients are receiving a portion of the \$68,953.31 proportionate to the number of pay periods each recipient worked during the settlement period as compared to the total number of pay periods worked by all settlement recipients during the settlement period.

PAGA DOES NOT ALLOW EMPLOYEES TO OPT-OUT

Under California law, employees cannot opt-out of a PAGA settlement. It does not make a difference if you do not negotiate (cash) your check. If you do not cash your check, the funds will go to the California State Controller's Office to be held as "Unclaimed Property" in your name.

FUNDS FROM UNCASHED, NOT DEPOSITED, NON-NEGOTIATED CHECKS 180 DAYS AFTER THE INITIAL MAILING GO TO THE CALIFORNIA STATE CONTROLLER'S OFFICE TO BE HELD AS UNCLAIMED PROPERTY IN THE NAME THE CHECK WAS WRITTEN TO.

It is important that you timely cash, deposit, or otherwise negotiate your settlement check. The check is only good for 180 days from the date of the claim administrator's initial mailing. Under the terms of the settlement, individual Settlement Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will be sent to the California State Controller's Office to be held as

“Unclaimed Property” in the name of the Aggrieved Employee. There are specific rules about how the beneficiary of that money must make a claim. Obviously, it is much easier to simply cash, deposit, or otherwise negotiate your settlement check before the money goes to the State Controller’s Office as unclaimed property.

WHAT CLAIMS ARE RELEASED?

The Released PAGA Claims do not release any alleged aggrieved employees’ individual claims for wages or statutory penalties other than those available through PAGA as PAGA penalties.

The claims released are any and all PAGA civil penalties due to underlying violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 2802, and in addition claims under Wage Order 5. In general, these underlying statutes relate to: (1) failure to pay minimum wages, (2) failure to pay overtime and double time wages, (3) failure to pay standby or reporting time compensation, (4) failure to provide accurate itemized wage statements, (5) failure to indemnify/reimburse for business expenses, (6) failure to provide meal periods, (7) failure to provide rest breaks; (8) failure to pay all wages due when an employee quits or is fired; and (9) recordkeeping requirements pertaining to wages. The specific PAGA penalties being released due to these alleged underlying violations are California Labor Code sections 204, 208, 210, 215, 216, 226.3, 226.4, 226.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and any potential PAGA penalties based on Code of Regulations Title 8 section 11050, and the applicable IWC wage order for the same conduct. This is a release for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the PAGA Notices and Complaint.

For your portion of the PAGA settlement funds, taxes will not be taken, but you are responsible for the payment of any taxes due on the money received.

HOW DO I FIND OUT MORE INFORMATION ABOUT THESE SETTLEMENTS?

For additional information about this case contact:

Plaintiff’s counsel:

Karl Gerber of the Employment Lawyers Group

714-210-8000 or 818-783-7300

or the Settlement Administrator, Apex Class Action Administration, at: [REDACTED].

You may also go to the website maintained by the settlement administrator that has links to this notice and other case documents: [REDACTED].

For persons who wish to review the court’s docket for the case, the court’s website is:

[REDACTED].

Certificate Of Completion

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Billie J. Pierce

BPierce3@primehealthcare.com

Vice President/Deputy General Counsel

Security Level: Email, Account Authentication
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Billie J. Pierce

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Accepted: 8/12/2026 1:21:33 PM

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justin curley

jcurley@seyfarth.com

Outside counsel for Defendant

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Envelope Summary Events

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Timestamps

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Security Checked

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