

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Carol Stiles ("Plaintiff") and defendants IR Rehab Home Health, Inc. dba Arias Home Health ("IR Rehab"), David F. Shirley, M.D., and Irena Riley (Collectively "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned Carol Stiles v. IR Rehab Home Health, Inc., et al. initiated on July 29, 2020 in the Superior Court of the State of California, County of Sacramento, Case No. 34-2020-00282489.
- 1.2 "Administrator" means Simpluris, the neutral entity the Parties have agreed upon 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 "Aggrieved Employee" means a person employed by IR Rehab Home Health in California and classified as non-exempt who worked for Defendants during the PAGA Period.
- 1.5 "Aggrieved Employee Data" means Aggrieved Employee information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods each employee worked.
- 1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 "Court" means the Superior Court of California, County of Sacramento.
- 1.8 "Defense Counsel" means Murphy Employment Defense, Inc. 2626 Cole Avenue, Ste. 300, Dallas, TX 75204, and its attorneys including Elizabeth Murphy (State Bar No. 174095 and Kimberly Cole (State Bar No. *), counsel for Defendants.
- 1.9 "Effective Date" means the date by which the Court enters an Order Approving the PAGA Settlement and dismissing the Action and Plaintiff's individual claims with prejudice.
- 1.10 "Escalator Clause Addition" means an increase to the Gross Settlement Amount that Defendants must pay if and only if the actual number of PAGA Pay Periods exceeds the estimated number of PAGA Pay Periods (5,120) by more than 10%. The Escalator Clause

Addition shall be calculated by multiplying the number of pay periods by which the actual PAGA Pay Periods exceeds 5,632 pay periods by \$95.97 per PAGA Pay Period. If the actual number of PAGA Pay Periods equals or is less than 5,632, the Escalator Clause Addition shall be zero. Alternatively, Defendants shall have the option of changing the end date of the PAGA Period to a date for which there are no more than 5,120 PAGA Pay Periods.

- 1.11 "Gross Settlement Amount" means the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount shall be equal to \$300,000 plus the Escalator Clause Addition, if any.
- 1.12 "Individual PAGA Payment" means the 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 "PAGA Counsel" means Rosasco Law Group, 6540 Lonetree Blvd. Ste. 100, Rocklin, CA 95765, and the attorneys in such firm including Erica Rosasco (State Bar No. 220836) and Laura Reich (State Bar No. 289115), the attorneys representing the Plaintiff in the Action.
- 1.17 "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.
- 1.18 "PAGA Enhancement Payment" means a payment to Plaintiff of up to \$10,000 in consideration of her time, effort, and service on behalf of the Aggrieved Parties.
- 1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee received at least one paycheck from IR Rehab during the PAGA Period.
- 1.20 "PAGA Period" means the period from July 29, 2019 to the date the Court enters an Order approving the Settlement.
- 1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.22 "PAGA Notice" means Plaintiff's May 18, 2020 letter to IR Rehab and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount and is equal to 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 Payment and Administration Expenses Payment.

- 1.24 "Plaintiff" means Carol Stiles, the named plaintiff in the Action.
- 1.25 "Approval Order" means the proposed Court Order Granting Final Approval of PAGA Settlement.
- 1.26 "Released PAGA Claims" means the claims being released by the Plaintiff and Aggrieved Employees and as described in Paragraph 5 below.
- 1.27 "Released Parties" means IR Rehab, David F. Shirley, M.D., Irina Riley, and each of IR Rehab's former and present employees, parent companies, directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns.
- 1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On July 29, 2020, Plaintiff commenced this Action by filing a Complaint (the "Complaint") that asserted claims in her individual capacity for wages and statutory penalties for Defendants' failure to provide rest periods; failure to provide meal periods; failure to pay minimum wages; failure to furnish accurate, itemized wage statements; failure to timely pay wages due; failure to provide reporting time pay; failure to provide overtime wages; failure to reimburse necessary business expenses; and failure to pay all wages owed upon termination, as well as a claim as a representative of the State of California for civil penalties under the Private Attorneys General Act of California for the above alleged violations on behalf of herself other allegedly Aggrieved Employees.
- 2.2 Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint and deny any and all liability for the causes of action alleged against Plaintiff or any other current or former employee of the Released Parties.
- 2.3 Pursuant to Labor Code Section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4 On December 28, 2023, the Parties participated in an all-day mediation presided over by Steven Pearl which led to this Agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through both formal and informal discovery, payroll and timesheet data from Defendants. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48

Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.6 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, with the exception of Plaintiff’s individual claims, which are settled herewith under a separate agreement.
- 2.7 The Parties understand, acknowledge, and agree that this Private Attorney General Act Settlement Agreement constitutes a compromise of the PAGA Representative Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Representative Claims.
- 2.8 The Parties have entered into a separate and related Confidential Settlement Agreement and Release with respect to Plaintiff’s individual claims for wages and statutory penalties.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. In consideration of Plaintiff’s and Aggrieved Employees’ release of PAGA claims and dismissal of the PAGA Cause of Action with prejudice, Defendants promise to pay \$300,000 plus the Escalator Clause Addition (if any). Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 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 Defendants, nor will any Aggrieved Employee have the option to opt out of this Settlement.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make the 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$105,000, and PAGA Counsel Litigation Expenses Payment of not more than \$15,000 according to proof. Defendants will not oppose requests for Court approval of these payments provided that 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 IR Rehab harmless, and indemnifies IR Rehab, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 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 of less than \$10,000, the Administrator will allocate the remainder to the PAGA Penalties.

3.2.3 To the Plaintiff: a PAGA Enhancement Payment of up to \$10,000 in consideration of her time, effort, and service on behalf of the Aggrieved Parties. To the extent the Court approves payment of less than \$10,000, the Administrator will allocate the remainder to PAGA penalties.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties equal to the Gross Settlement Amount less the payments in Paragraphs 3.2.1 through 3.2.3, to be paid from the Gross Settlement Amount, with the remaining 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 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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 Data. Within fifteen business days of the Effective Date, Defendants 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. To the extent that Plaintiff's counsel has possession of all or part of the Aggrieved Employee Data, Plaintiff's counsel agree to be equally bound by the preceding sentence. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the PAGA Administrator as soon as reasonably feasible. 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,

including a reasonable extension of the time by which Defendants must send any revised Aggrieved Employee Data to the PAGA Administrator

- 4.2 Calculations and Escalator Clause. Within 7 days of the Administrator's receipt of the Aggrieved Employee Data as set for in Paragraph 4.1, the Administrator shall calculate the number of PAGA Pay Periods actually worked by Aggrieved Employees to determine the Escalator Clause Addition amount (if any) and notify PAGA Counsel and Defendants' counsel by email of their determination.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, including the any Escalator Clause Addition, by transmitting the funds to the Administrator no later than fourteen business days the Administrator sends notice of the determination of the Escalator Clause Addition in accordance with Paragraph 4.2.
- 4.4 Payments from the Gross Settlement Amount. Within fourteen calendar days after Defendants fund the Gross Settlement Amount, the Administrator will calculate and mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees 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 along with the PAGA Settlement Notice. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven 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 Farmworker Foundation, 1220 Kensington St., Delano, CA 93215—a 501(c)(3) non-profit organization dedicated to serving and supporting underserved farmworkers in California-in *cy pres*.

4.4.4 The Administrator shall submit a declaration as to the distribution of the Individual PAGA Payments and the transition of uncashed funds to the court and to the *cy pres* recipient.

4.4.5 The payment of Individual PAGA Payments shall not obligate Defendants 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.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees and the LWDA shall fully release and forever discharge any and all claims for civil penalties alleged in the Complaint or any other claims for which adequate notice was provided to the LWDA in the PAGA Notice including California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 2802, or any other violations that could have been alleged based on the facts set forth in the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff's Counsel shall prepare the application or motion for approval of this Settlement for Defendants' Counsel's review and comment, which review and comment shall be provided within 7 calendar days of Defendants' counsel's receipt.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, 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)), Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and 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 Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty calendar days after the full execution of this Agreement, or within 30 calendar days before the hearing thereon, whichever is later 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 Preliminary 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris 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 providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement pursuant to Code of Civil Procedure § 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. The prevailing party of any action necessary to enforce the terms of the Agreement may recover reasonable attorney's fees and costs related thereto.

- 8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,

extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. 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.

9. ADDITIONAL PROVISIONS.

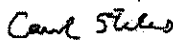
- 9.1 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims by any Aggrieved Employee or by Plaintiff; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 9.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 9.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that Plaintiff and Defendants authorize them, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.5 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 9.6 **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants 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.

- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties to the extent permissible by law.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.13 Calendar Days. Unless otherwise noted as "business days," all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.14 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 Plaintiff: Erica Rosasco: erica@rosascolawgroup.com; Laura Reich: laura@rosascolawgroup.com; accounting@rosascolawgroup.com.
- To Defendants: Elizabeth Murphy: Liz@lmurphy.com and Kim Cole: Kim@lmurphy.com.
- 9.15 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 their

signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 9.16 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.

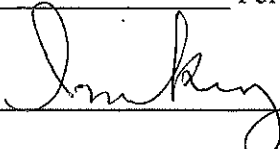
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Carol Stiles

For Plaintiff

Date: 4/24/2024

For IR Rehab


Irina Riley

Date: 5-1-2024


David Shirley

Date: 5/1/2024

 Counsel For Plaintiff

(Counsel for Defendants)

Date: 4/29/2024

Date:
(date)

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DocuSigned by:

Carol Stiles

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Carol Stiles

For Plaintiff

For IR Rehab

Date: 4/24/2024

Irena Riley
Irena Riley

Date: 5-1-2024

David Shirley
David Shirley

Date: 5/1/2024

Karina Recch
Karina Recch

Counsel For Plaintiff

(Counsel for Defendants)

Date: 4/24/2024

Date: 5/02/24
(date)