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SOLANTIC CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SHYLAINE ROBERTS, on behalf of the State of California, as a private attorney general, Plaintiff, vs. SOLANTIC CORPORATION, a Corporation, and DOES 1 through 50, inclusive, Defendants.	Case No. 20NWCV00603 **PAGA SETTLEMENT AGREEMENT** [Assigned for all purposes to The Honorable Margaret M. Bernal, Dept. F] Action Filed: October 27, 2020 Trial Date: None

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Shylaine Roberts ("Plaintiff"), on the one hand, and United Surgical Partners International, Inc. ("USPI"), on behalf of Solantic Corporation ("Solantic" or "Defendant"), on the other hand. The Agreement refers to Plaintiff and Defendant and USPI collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" or "Lawsuit" is defined as and includes (a) the civil action entitled *Shylaine Roberts v. Solantic Corporation*, Los Angeles Superior Court, Case No. 20NWCV00603, including the initial complaint, first amended complaint and second amended complaint filed in that civil action (collectively, "State Court Complaint").

1.2. "Administrator" means, Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement. The Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims in the Actions on behalf of Plaintiff, the LWDA, and the Settlement Employees. The Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. All accrued interest shall be paid and distributed to the Settlement Employees as part of their respective share of the PAGA Payment.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in an amount not to exceed Five Thousand Two Hundred Twenty-Five Dollars and Zero Cents ($5,225.00) in connection with approval of this Settlement. If the Court approves less, then the difference between the requested and awarded amounts will be reallocated to the PAGA Payment. Defendant agrees not to oppose a request for reimbursement for the Administration Expenses Payment, which will be paid from the Gross PAGA Settlement Amount.

1.4. "Settlement Employees" means all persons who worked for Solantic Corporation in California as an hourly, non-exempt employee during the PAGA Period.

1.5. "Settlement Employee Data" means the following information for each Settlement Employee on Microsoft Excel spreadsheet that Defendant will in good faith compile from its records: (1) Name, (2) Social Security Number, (3) last known mailing address, and (4) number of PAGA Pay Periods. To protect Settlement Employees' privacy rights, the Administrator must maintain the Settlement Employee Data in confidence, use the Settlement Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Settlement Employee Data to Administrator employees who need access to the Settlement Employee Data to effect and perform under this Agreement.

1.6. "Settlement Employee Address Search" means the Administrator's investigation and search for current Settlement 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 Settlement Employees.

1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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

1.9. "Defendant" means named Defendant Solantic Corporation.

1.10. "Defense Counsel" means the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.11. "Effective Date" means the date the Court enters Judgment approving the Settlement Agreement.

1.12. "Gross PAGA Settlement Amount" means the total sum of Four Hundred Thirty Thousand Dollars and Zero Cents ($430,000.00), which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay PAGA Representative Award, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.

1.13. "Individual PAGA Payment" means the Settlement Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Settlement Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.18. "PAGA Counsel" means the law firm of Blumenthal Nordrehaug Bhowmik De

Blouw LLP, the attorneys representing the Plaintiff in the Action and Related Action.

1.19. "PAGA Counsel Fees Payment" means the award of attorneys' fees for services they have rendered to Plaintiff, the State of California, and the Settlement Employees of not more than one-third of the Gross PAGA Settlement Amount, which is currently estimated to be One Hundred Forty-Three Thousand Three Hundred Thirty-Three Dollars and Zero Cents ($143,333.00). Defendant will not oppose the request for the PAGA Counsel Fees Payment, provided that it does not exceed this amount. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties will have no liability to PAGA Counsel or any other plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment. The Administrator will pay the PAGA Counsel Fees 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 holds Released Parties harmless, and indemnifies them, from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment.

1.20. "PAGA Counsel Litigation Expenses Payment" means the reimbursement of litigation expenses that the Court authorizes to be paid to PAGA Counsel for the services they have rendered to Plaintiff, the State of California, and the Settlement Employees of the actual costs of litigation (currently estimated at Fifty-Eight Thousand Dollars and Zero Cents [$58,000.00]) and not more than Fifty-Nine Thousand Dollars and Zero Cents ($59,000.00). Defendant will not oppose the request for the PAGA Counsel Litigation Expenses Payment, provided that it does not exceed this amount. If the Court approves PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties will have no liability to PAGA Counsel or any other plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies them, from any dispute or controversy regarding any division or sharing of PAGA Counsel Litigation Expenses Payment.

1.21. "PAGA Notice" means the letters dated June 18, 2020 and January 27, 2021 submitted to the California Labor and Workforce Development Agency on Plaintiff's behalf.

1.22. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees

Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Award, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Settlement Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. "PAGA Pay Period" means any Pay Period during which an Settlement Employee worked for Defendant for at least one day during the PAGA Period.

1.24. "PAGA Period" means the period from August 23, 2019 through April 30, 2021, subject to the escalator clause set forth herein in Paragraph 8.

1.25. "PAGA Representative Award" means amount paid to Plaintiff in exchange for her service as PAGA representative for the PAGA Period.

1.26. "Plaintiff" means Shylaine Roberts, the named plaintiff in the PAGA Action.

1.27. "Qualified Settlement Fund" or "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount that satisfies all of the requirements under US Treasury Regulation section 468B-1.

1.28. "Related Action" is defined as the demand for arbitration entitled *Roberts v. Solantic Corporation*, AAA Case No. 01-23-0000-2143.

1.29. "Released Claims" means the claims being released by the Plaintiff and Settlement Employees and as described in Paragraph 5.1 below.

1.30. "Released Parties" means United Surgical Partners International, Inc. ("USPI") and Defendant, and includes USPI's and Defendant's respective past, present and/or future, direct and/or indirect, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, together with each of their respective officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

1.31. "Settlement" means the disposition of the Action and Related Action effected by this Agreement and the Judgment.

1.32. "Settlement Notice" means COURT APPROVED NOTICE OF PAGA ACTION SETTLEMENT, to be mailed to Settlement Employees in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notices dated June 18, 2020, and January 27, 2021.

2.2. On October 27, 2020, Plaintiff Roberts commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.]. On April 21, 2020, Plaintiff filed a First Amended Complaint. On July 20, 2021, Plaintiff filed a Second Amended Complaint.

2.3. On December 20, 2022, the Court in the Action granted Defendant's Motion to Compel Arbitration of Plaintiff's individual PAGA claims and stayed the Action.

2.4. On January 17, 2023, Plaintiff submitted a demand for arbitration before the American Arbitration Association alleging individual wage and hour claims and individual PAGA claims in AAA Case No. 012300002143, setting forth the following causes of action: (1) Unfair Competition in Violation of Cal. Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation of cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Lab. Code § 2802; (8) Failure to Pay Sick Pay Wages in Violation of Cal. Lab. Code §§201-204, 233, 246; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq*.].

2.5. Defendant denies the allegations in the Action and Related Action, denies any failure to comply with the laws identified in the Action and Related Action and denies any and all liability for the causes of action alleged in the Action and Related Action.

2.6. On April 30, 2025, the Parties participated in an all-day mediation presided over by mediator Louis Marlin which led to this Agreement to settle the Action and Related Action.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

2.8. 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 PAGA Settlement Amount. Except as provided otherwise herein, Defendant promises to pay Four Hundred Thirty Thousand Dollars and Zero Cents ($430,000.00) and no more as the Gross PAGA Settlement Amount, except pursuant to Paragraph 8. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Settlement Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. PAGA Representative Award: A payment of up to Fifteen Thousand Dollars and Zero Cents ($15,000.00) to Plaintiff as Plaintiff's PAGA Representative Award Payment. Defendant will not oppose Plaintiff's requests for a Plaintiff's PAGA Representative Award that does not exceed this amount for her service as PAGA representative for the PAGA Period. This Plaintiff's PAGA Representative Award is in addition to the payment to which Plaintiff is entitled as a Settlement Employee. Even in the event that the Court reduces or does not approve the requested Plaintiff's PAGA Representative Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. If the Court approves a PAGA Representative Award less than the amount requested, the Administrator will retain the remainder in the Gross PAGA Settlement Amount. The Administrator will pay the PAGA Representative Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Award. USPI and USPI's counsel will have no responsibility for any tax consequences or obligations for the PAGA Representative Award.

3.2.2. To PAGA Counsel: The PAGA Counsel Fees Payment of One Hundred Forty-Three Thousand Three Hundred Thirty-Three Thousand Dollars and Zero Cents ($143,333.00) and the PAGA Counsel Litigation Expenses Payment of no more than Fifty-Nine Thousand Dollars and Zero Cents ($59,000.00). 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. Even in the event the Court reduces or does not approve the requested PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment, Plaintiff shall have no right to revoke this Settlement and it will remain binding.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed Five Thousand, Two Hundred Twenty-Five Dollars and Zero Cents ($5,225.00) 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 exceed Five Thousand, Two Hundred Twenty-Five Dollars and Zero Cents ($5,225.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Settlement Employees: PAGA Penalties in the amount of Two Hundred Seven Thousand, Nine Hundred Forty-Two Dollars and Zero Cents ($207,942) to be paid from the Gross Settlement Amount, with 75% (One Hundred Fifty-Five Thousand, Nine Hundred Fifty-Six Dollars and Fifty Cents [$155,956.50]) allocated to the LWDA PAGA Payment and 25% (Fifty-One Thousand, Nine Hundred Eight Five Dollars and Fifty Cents [$51,985.50]) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Settlement Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Settlement Employees during the PAGA Period and (b) multiplying the result by each Settlement Employee's PAGA Pay Periods. The individual settlement payment for each individual Settlement Employee shall be allocated as 100% as penalties. Settlement Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will be responsible for issuing an IRS Form 1099 for the Individual PAGA Payment to each Settlement Employee and to report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Administrator. The Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff, PAGA Counsel, LWDA, and Settlement Employees; printing and mailing the Notice of PAGA Settlement to the Settlement Employees as directed by the Court; calculating, and distributing any tax forms for the Individual PAGA Payments; providing declaration(s) as necessary in support of approval of this

Settlement; calculating taxes, if any, that Defendant owes for the payments made herein; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Settlement Administrator will maintain and monitor both an email address and a toll-free telephone number set up to receive Settlement Employees' calls, faxes, and/or emails.

4.2. <u>Settlement Employee Data</u>. Within fourteen (14) days of the Effective Date, Defendant will deliver the Settlement Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Settlement Employee' privacy rights, the Administrator must maintain the Settlement Employee Data in confidence, use the Settlement Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Settlement Employee Data to Administrator employees who need access to the Settlement Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Settlement Employee Data omitted employee identifying information and to provide corrected or updated Settlement Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Settlement 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 Settlement Employee Data.

4.3. <u>Funding of Gross PAGA Settlement Amount</u>. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. <u>Payments from the Gross PAGA Settlement Amount</u>. Within thirty (30) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments and Plaintiff's PAGA Representative Award. The Administrator will issue to PAGA Counsel itself IRS Forms 1099. PAGA Counsel assumes full and sole responsibility and liability for any taxes owed on their payment(s) and will indemnify and hold harmless Defendant, Counsel for Defendant, and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of their payment(s).

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Settlement Employees along with the Settlement Notice (substantially in the form attached to this Agreement as

Exhibit A) via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database. No payroll taxes shall be withheld or deducted from Settlement Employee's share of the Individual PAGA Payments, and the Administrator will issue to Settlement Employees an IRS Form 1099 for each such payment. Settlement Employees assume full and sole responsibility and liability for any taxes owed on their individual share of the Individual PAGA Payments and will indemnify and hold harmless Defendant, Counsel for Defendant, USPI, Plaintiff's Counsel, and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Individual PAGA Payments. For tax purposes, each of the Settlement Employee's share of the total Individual PAGA Payments shall be allocated and treated 100% as penalties and interest shall not be subject to wage withholdings.

4.4.2. The Administrator must conduct an Settlement Employee Address Search for all Settlement Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Settlement Employee Address Search. The Administrator need not take further steps to deliver checks to Settlement Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Employee whose original check was lost or misplaced, requested by the Settlement Employee prior to the void date.

4.4.3. For any Settlement 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 California State Unclaimed Property Fund. This will result in no "unpaid residue," as the entire Gross Settlement Amount will be paid out, whether or not all individual checks are cashed. Therefore, USPI will not be required to pay any interest on said amount.

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 Settlement Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. The Individual PAGA Payments made to the Settlement Employees under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Employee may be entitled under any benefit plans.

4.5. Final Report by Administrator. Within fourteen (14) days after the Administrator disburses all funds, the Administrator shall provide all counsel with a final report detailing its disbursements -- by employee identification number only -- of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator shall prepare, and submit to all counsel, a signed Declaration (suitable for filing in Court) attesting to the Administrator's disbursement of all payments required under this Agreement. PAGA Counsel shall be responsible for filing the Administrator's Declaration in Court.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff, Settlement Employees, and PAGA Counsel will release claims against Defendant and all Released Parties, as follows:

5.1. Release by Plaintiff and Settlement Employees: Plaintiff and all Settlement Employees will be bound by a release of all claims and causes of action, through the PAGA Period, and falling within the definition of "Released Claims" (below), whether known or unknown, and irrespective of the factual or legal basis for such claims. However, to be clear, the scope of the release is limited to the Released Claims. Plaintiff and the Settlement Employees may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Settlement Employees shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims. The Parties understand and specifically agree that the scope of the release described in this Paragraph is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this settlement and without it USPI would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that USPI is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the Action.

5.1.1. Released Claims: All causes of action that occurred during the PAGA Period and factual or legal theories that were alleged in the Action, including, the operative State Court Complaint and/or any PAGA Notice or reasonably could have been alleged based on the facts stated in the operative Action or PAGA Notice, further including, all of the following PAGA claims: (a) PAGA claims based on the failure to pay all wages due (including, but not limited to, claims for minimum wages, straight time wages, overtime, time-and-a-half, double time, miscalculation or underpayment of the regular rate, miscalculation or underpayment of meal and/or rest premiums, miscalculation or underpayment of sick time/sick pay, off-the-clock work, donning and doffing, rounding time, split shift, reporting time); (b) PAGA claims based on the failure to provide, authorize or permit compliant meal periods or pay proper premiums in lieu thereof; (c) PAGA claims based on the failure to provide, authorize or permit compliant rest breaks or pay proper premiums in lieu thereof; (d) PAGA claims based on the failure to indemnify or reimburse for necessary business expenses, as a result of employment or in the consequence of performing required duties (including but not limited to, use of personal cell phones and personal vehicles); (e) PAGA claims based on the failure to timely pay final wages at termination; (f) PAGA claims based on the failure to timely pay wages during employment; (g) PAGA claims based on the failure to provide accurate itemized wage statements; (h) PAGA claims based on the failure to maintain accurate records; (i) PAGA claims based on the failure to provide suitable seating; (j) any other PAGA claims or PAGA penalties under the wage and hour laws pleaded in the Action or primary rights pursed in the Action; and (k) all civil penalties, attorneys' fees and costs, recoverable under said claims under PAGA, under the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Action (collectively, the "Released Claims."). The period of the Release shall only extend to the limits of the PAGA Period. The *res judicata* effect of the Judgment will be the same as that of the Release. The Released Claims do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, class claims or claims based on facts occurring outside the PAGA Period.

5.2. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, Defendant, USPI, and the Released Parties from all claims for attorneys' fees and expenses incurred in connection with the Action and Related Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft of the notice and memorandum in support, and a request for approval of the Settlement under Labor Code Section 2699(f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) 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 Settlement 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 Settlement Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Settlement Employees and the Administrator; (v) 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 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (vii) all evidence supporting the Approval Motion; (viii) drafts of any other declarations supporting the Approval Motion; and (ix) all facts relevant to any actual or potential conflict of interest with Settlement 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. Duty to Cooperate. 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 sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to Defense Counsel the Administrator.

6.2.1. 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, the Complaint, and/or the PAGA Notice and otherwise satisfy the Court's concerns. The Court's decision to award less than the amount requested for the Administration Expenses Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not constitute a material modification to the settlement described herein.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administrators to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administrator 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.

7.5. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Settlement Employees including copies of the Agreement, Request for Approval, the Approval Order, the Notice, the Motion for PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the Approval Order and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Settlement Employee calls, faxes, and emails.

7.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the

Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court if necessary for a final compliance hearing, if applicable.

8. SETTLEMENT EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on a review of its records, Defendant estimates that there are approximately 258 Settlement Employees who worked at total of 6,633 pay periods between August 23, 2019 through April 30, 2021. If, prior to the date of the Approval Order, the Parties agree or the Court finds that the actual number of Relevant Pay Periods during the PAGA Period is more than ten percent (10%) above 6,633 (i.e., more than 7,297) USPI will have the option to either: (a) increase the Maximum Settlement Amount by the percentage that the actual number of Relevant Pay Periods exceeds 10% of the original estimate (e.g., if the total number of Relevant Pay Periods is 11% above the original estimate, the Maximum Settlement Amount would be increased by 1%); or (b) shorten the Released PAGA Period so that there is no increase above the 10% threshold. PAGA Pay Periods shall be calculated by determining any Solantic pay period that an employee actually recorded time worked in Solantic's time keeping system and earned wages, and does not include leaves of absences, vacations, or furloughs.

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement pursuant to Code of Civil Procedure Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. <u>Waiver of Right to Appeal</u>. 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 Gross PAGA 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, USPI, and the Released Parties that any of the allegations in the Action and Related Action have merit or that Defendant, USPI, and the Released Parties have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's or USPI's defenses in the Action and Related Action have merit. USPI expressly denies any liability. Plaintiff denies that Plaintiff's claims lack merit. The Parties agree that representative treatment is for purposes of this Settlement only. USPI expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, USPI and Defendant reserve all available defenses to the claims in the Action and Related Action, and Plaintiff reserves the right to contest Defendant and USPI's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action and Related 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. Amendments: Plaintiff will, to the extent necessary to effectuate this Settlement or as may be required by the Court to obtain approval, amend the Action and/or PAGA Notice to make clear that the Action and PAGA Notice are intended to cover all of the Released Claims as described above. Additionally, if any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

10.3. Dismissals. Plaintiff agrees to dismiss and will dismiss the Related Action, against Defendant in its entirety, with prejudice once the Gross Settlement Amount is funded and subject to other conditions, if any, contained in Plaintiff's separate settlement agreement effecting Plaintiff's separate individual settlement payment for her general release of claims. Plaintiff shall seek approval of this settlement in the Action and the Court must make and enter judgment approving the settlement as a condition precedent for receiving any settlement sums. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. Each side to bear its own respective attorneys' fees and costs. To the extent not ordered by the Court or reduced to judgment, Plaintiff agrees to secure the dismissals of the Action and Related Action (to the extent not already dismissed or reduced to judgment) and the appropriate notices to the LWDA to conform with the terms of this Agreement.

10.4. No Future Actions Against USPI For Claims Against Solantic: USPI claims that USPI's ownership interest and control over Solantic ended on April 30, 2021.

10.5. No Unalleged Claims Or Actions by Plaintiff or PAGA Counsel: Plaintiff and PAGA Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against USPI. Plaintiff and Plaintiff's Counsel further represent that, other than the Action and Related Action, they have no current intention of asserting any other claims against USPI or the Released Parties in any judicial or administrative forum, acknowledging that the parties are not violating Rule 1-500 prohibiting a member of the bar from partaking in offering or making an agreement, whether in connection with the settlement of a lawsuit or otherwise, if the agreement restricts the right of a member to practice law. Plaintiff and PAGA Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against USPI. The Parties acknowledge, understand and agree that the representations described in this Paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

10.6. Notice of Settlement to LWDA. In connection with the request for approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(l)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(l)(3).

10.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit 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.

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

10.9. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and USPI, 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.

10.10. Cooperation. The Parties and their counsel will cooperate with each other and use their reasonable best efforts, in good faith, to support the Settlement, so it is effectuated, and Court issues order granting approval of the Settlement, by, among other things, modifying the Agreement, operative complaint, or PAGA Notice; 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, operative complaint, or PAGA Notice, that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator.

10.11. USPI Opportunity To Review Papers To Be Filed. Plaintiff and PAGA Counsel agree that they will not file any documents relating to or seeking to effectuate this Settlement (including but not limited to papers relating to PAGA approval, or motions relating to attorneys' fee awards) without providing copies of such documents to Defense counsel at least five (5) business days before the documents are filed with the Court and receiving USPI's approval to file. The Parties agree to stay of all litigation and discovery deadlines pending settlement approval.

10.12. Staying Litigation and All Discovery Pending Approval. The Parties agree to stay of all litigation and discovery deadlines pending settlement approval.

10.13. 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.

10.14. No Tax Advice. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Agreement. The Settlement Employees are not relying on any statement or representation by the Parties in this regard. Settlement Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Settlement Employee Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Settlement Employees Payments.

10.15. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

10.16. <u>Modification of Agreement</u>. 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.

10.17. <u>Agreement Binding on Successors</u>. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.18. <u>Applicable Law</u>. 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.

10.19. <u>Cooperation in Drafting</u>. 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.

10.20. <u>Confidentiality</u>. To the extent permitted by law, all agreements made, and orders entered during the Action and Related Action and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.

10.21. <u>No Publication of Settlement Until Approval Motion.</u> Plaintiff, PAGA Counsel, USPI, Defendant, and Defense Counsel separately agree that, until the Approval Motion is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in this or a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Approval Motion, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

10.22. Press Release. Plaintiff, PAGA Counsel, and Settlement Employees agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. Plaintiff and PAGA Counsel agree that, if they are contacted regarding the Action and/or the Related Action, they will only state that the Action and/or Related Action exist and have been resolved. This provision is not intended to, and does not, limit PAGA Counsel from responding to questions from and providing advice to the Settlement Employees regarding the Settlement after Approval. PAGA Counsel further agrees not to use the Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience. Further, PAGA Counsel will not include, reference, or use the Agreement for any marketing or promotional purposes, either before or after the Request for Approval is filed.

10.23. Nullification of Settlement Agreement. If the Court does not approve this Settlement, if the Settlement fails to become effective, or is reversed, withdrawn, or in any way prevents or prohibits Defendant and USPI from obtaining a complete resolution of the Actions, or if Defendant fails to fully fund the Gross Settlement Amount and Plaintiff's Individual Settlement Payment:

- This Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

- None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action or Related Action.

10.24. Disputes. Any dispute between the Parties as to the remaining terms of the settlement agreement shall first be presented to the mediator for resolution.

10.25. Use and Return of Settlement Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §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 rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Settlement 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 destructions, of Settlement Employee Data.

10.26. 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.

10.27. 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.

10.28. 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

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant:

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
Hardy Ray Murphy
hardy.murphy@ogletree.com
Omar M. Aniff
omar.aniff@ogletreedeakins.com

400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9800
Facsimile: (213) 239-9045

10.29. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.30. Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.31. No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant.

10.32. 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. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the PAGA Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: __________ ______________________________
Plaintiff Shylaine Roberts

400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9800
Facsimile: (213) 239-9045

10.29. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 04/13/2025

shylaine roberts (Apr 13, 2026 09:46:14 PDT)
Plaintiff Shylaine Roberts

Dated: 6/22/2026

Patrick Roberts [name]
For Defendant for Solantic Corporation

Dated: __________

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: 6/22/2026

Omar Aniff
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorneys for Defendant

Dated: ___________ ____________________________________

________________________[name]
For Defendant for Solantic Corporation

Dated: 4/24/26 ________________________ _______
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: ___________ ____________________________________
Omar Aniff
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorneys for Defendant