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9 Attorneys for Plaintiff
DEJA HENRY on behalf of
herself, all aggrieved employees, and the State
10 of California as a Private Attorneys General

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF ORANGE**

13 DEJA HENRY, an individual, on behalf of
14 herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

15
16 Plaintiff,

17 vs.

18 PACIFIC MEDICAL LABORATORY, INC., a
California corporation, INTERNATIONAL
19 MEDICAL LABORATORY, INC., and DOES
1-50, inclusive,

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21 Defendants.
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Case No.: 30-2020-01174058-CU-OE-CXC
Assigned for all purposes to:
Hon. William Claster, Dept. CX104

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

RECITALS

This Stipulation and Agreement for Settlement of PAGA Representative Action is made and entered into by and between Plaintiff DEJA HENRY ("Plaintiff") and Defendants PACIFIC MEDICAL LABORATORY, INC., and INTERNATIONAL MEDICAL LABORATORY, (collectively "Defendant") (all Parties hereinafter together referred to as the "Parties") and is made in compromise of disputed claims. The Parties agree that the above-entitled representative action *Deja Henry v. Pacific Medical Laboratory, Inc., et al.*, Orange County Superior Court Case No. 30-2020-01174058-CU-OE-CXC (the "Action") shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA").

On October 26, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant, through his counsel Nazo Koulloukian, Esq. of Koul Law Firm and Sahag Majarian II of Law Offices of Sahag Majarian II. Plaintiff subsequently filed this Action on December 10, 2020, in the Superior Court of the State of California, County of Orange. Plaintiff's complaint incorporated Plaintiff's PAGA Notice to the LWDA by reference and alleged a single cause of action under PAGA. Plaintiff's PAGA Complaint seeks civil penalties for violations of the California Labor Code based on allegations that Defendant had a policy and/or practice of: (1) failing to pay for all hours worked due to miscalculated wages on wage statements; (2) failing to timely pay all wages owed; (3) failing to provide rest breaks; (4) failing to provide compliant off-duty meal breaks; and (5) failing to provide accurate wage statements and maintain accurate payroll records. Plaintiff also seeks reasonable attorneys' fees and costs, pursuant to PAGA.

The Parties have conducted a thorough investigation into the facts of the Action. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Plaintiff and the Aggrieved Employees' PAGA claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA claims that Plaintiff has against Defendant or any persons or companies affiliated with Defendant.

1 The Parties enter into this Settlement Agreement on a conditional basis. If the Court does
2 not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement
3 Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever,
4 and will not be referred to or utilized for any purpose whatsoever.

5 Defendant denies all claims in the PAGA Representative Action, and does not waive, but
6 rather expressly reserves, all rights to challenge all such claims and allegations upon all legal,
7 procedural and factual grounds should this Settlement Agreement not become final. This
8 Settlement Agreement reflects a compromise reached to end litigation. The signing by Defendant
9 to this Agreement will not be deemed to be an admission of any wrongdoing or unlawful action
10 by Defendant.

11 The Parties stipulate and agree to the following terms of this Settlement Agreement with
12 the intent that this Agreement finally disposes of the PAGA Representative Action with prejudice:

13 **DEFINITIONS**

14 1. **The “Action”** means and refers to *Deja Henry v. Pacific Medical Laboratory, Inc.,*
15 *et al.*, Case No. 30-2020-01174058-CU-OE-CXC, which is currently pending in the Orange County
16 Superior Court of the State of California.

17 2. **“Aggrieved Employees”** means all current and former employees who were
18 employed by Defendant as non-exempt employees in California at any time from October 6, 2019
19 to the date the Court grants approval of the settlement (the “PAGA Period”).

20 3. **“Aggrieved Employees Fund”** means the amount of the Gross Penalties Fund
21 payable to the Aggrieved Employees (25% of the Gross Penalties Fund).

22 4. The terms **“Agreement,” “Settlement,”** and **“Settlement Agreement”** mean this
23 Stipulation and Agreement for Settlement of PAGA Representative Action, which the Parties
24 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
25 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
26 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

27 5. **“Covered Position”** means any hourly, non-exempt position held by an Aggrieved
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1 Employee during the PAGA Period.

2 6. “**Court**” means the California Superior Court, County of Los Angeles.

3 7. “**Defendant**” means Pacific Medical Laboratory, Inc. and International Medical
4 Laboratory.

5 8. “**Effective Date**” of this Agreement means the date the Court enters the Final Order
6 and Judgment in this matter.

7 9. “**Final Order and Judgment**” means the proposed order granting approval of the
8 Settlement and entering Judgment in the form substantially similar to that attached to this Agreement
9 as Exhibit “B.”

10 10. “**Gross Settlement Fund**” means a maximum total of \$50,000.00 (Fifty Thousand
11 Dollars), which includes all payments owing as a result of this Agreement and includes: the
12 Aggrieved Employees Fund; LWDA Payment; Representative Plaintiff’s Enhancement Award;
13 Settlement Administration Costs; and PAGA Class Counsel Attorneys’ Fees and Costs as awarded
14 by the Court.

15 11. “**LWDA Payment**” means a payment to the California Labor Workforce and
16 Development Agency in an amount equal to 75% of the Gross Penalties Fund.

17 12. “**Penalties Fund**” is the Settlement Fund less all of the following: PAGA Class
18 Counsel’s Attorneys’ Fees and Costs, Representative Plaintiff’s Enhancement Award, and the
19 Settlement Administration Costs.

20 13. “**PAGA Class Counsel**” shall mean the Koul Law Firm and Law Offices of Sahag
21 Majarian II.

22 14. “**PAGA Period**” means October 6, 2019, through the date of the Order of Final
23 Approval and Judgment.

24 15. “**Released Claims**” means all claims for PAGA penalties arising out of or related to
25 allegations of: failure to pay minimum wages including, but not limited to, “off the clock” work;
26 failure to pay overtime compensation; failure to provide meal periods and rest breaks or premium
27 payments; failure to provide and maintain complete and accurate itemized wage statements that
28 included all information required by the California Labor Code; failure to maintain records;

untimely payment of wages at the time of termination; violations of the corresponding California Labor Code provision, the applicable California Wage Orders, and all other PAGA claims and allegations made or which could have been made in the Action based on the factual allegations in the PAGA Notice letter or operative Complaint for the entirety of the PAGA Period.

16. **“Released Parties”** means Defendant and its respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, and agents

17. **“Representative Plaintiff”** means Deja Henry.

TERMS AND CONDITIONS OF SETTLEMENT

18. **Settlement Payments.**

Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to make a total settlement payment under this Agreement in the amount \$50,000.00 (the “Gross Settlement Fund”). The Gross Settlement Fund will be distributed in the following manner:

a. **Settlement Administration Fees and Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Settlement Fund and are estimated to be \$6,550. The Parties agree to use ILYM as the Settlement Administrator.

b. **PAGA Class Counsel’s Attorneys’ Fees and Costs:** The Parties agree that, subject to the Court’s review and approval, PAGA Class Counsel will be paid \$16,665 from the Settlement Fund, which is 33.33% of the amount, plus actual litigation costs of \$10,515.65.

c. **Representative Plaintiff’s Enhancement Awards:** The Parties agree that, subject to the Court’s review and approval, Representative Plaintiff will receive a \$7,500 enhancement award for her services in bringing the Action on behalf of the Aggrieved Employees.

d. **Penalties Fund:** After deducting Attorneys’ Fees and Costs, Settlement Administration Costs, and Representative Plaintiff’s Enhancement Award from the Gross Settlement Fund, the remaining estimated amount will comprise the Penalties Fund, estimated to be

approximately \$8,76900. The Penalties Fund is for all payments to the Aggrieved Employees and the LWDA.

i. The Penalties Fund shall be allocated 75% to the **LWDA Payment**, which is estimated to total approximately \$6,577.01 (\$8,769.35 x 75%).

ii. The remaining 25% of the Penalties Fund (\$2,192.34) shall be paid to the Aggrieved Employees on a *pro rata* basis as below, which shall be referred to as the Aggrieved Employee's "**Individual Penalty Payment.**"

(1) Each Aggrieved Employee's *pro rata* share shall be determined based on the number of pay periods that the Aggrieved Employee worked for Defendant in a Covered Position during the PAGA Period ("**Eligible Pay Period**") credited to the Aggrieved Employee as a percentage of the total Eligible Pay Periods of employment during the PAGA Period credited to all Aggrieved Employees.

(2) Example: Aggrieved Employee A was actively employed during the PAGA Period for 25 Eligible Pay Periods. All Aggrieved Employees were actively employed a combined total of 100,000 Eligible Pay Periods during the PAGA Period. Aggrieved Employee A's Individual Penalty Payment would be calculated as follows:

$$\frac{25 \text{ Eligible Pay Periods for Aggrieved Employee A}}{100,000 \text{ total Eligible Pay Periods for all Aggrieved Employees}} = 0.025\%$$

Aggrieved Employee A is entitled to an Individual Penalty

Payment in an amount that is 0.025% of the Penalty Fund.¹

e. Taxes and Reporting: Each Aggrieved Employee's Individual Penalty Payment will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and applicable governmental authorities. Defendant will be responsible for its portion of all payroll taxes, if any, due as a result of this Settlement.

19. **Release by Aggrieved Employees and State of California.**

a. Terms of Release. Upon the Effective Date, Plaintiff and all Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims. The Settlement Class and each Class Member fully release and discharge the Released Parties for the Released Claims for any period during the PAGA Period.

b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiff, or PAGA Class Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

20. **General Release by Representative Plaintiff ONLY**

a. Terms of Release. As a condition to obtaining the Enhancement Payment provided for herein, Plaintiff (as well as her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agree to a general release of any and all claims against Defendant (as defined above)-which shall include without limitation any and all claims which in any way relate to his employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the operative complaints or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code, or any Industrial Welfare Commission Wage Order-now existing or arising in the future, based on any act, omission,

¹ The Individual Penalty Payment will be rounded to the nearest penny with .5 rounded up.

1 event, occurrence, or non-occurrence from the beginning of time to the date of execution hereof.
2 Plaintiff represents that he will not directly or indirectly institute any legal action against any
3 Released Party based upon, arising out of, or relating to any claims released in the settlement
4 agreement. Plaintiff will not directly or indirectly encourage and/or solicit any third party to institute
5 any legal action against any Released Party. Plaintiff further understands and agrees that, as
6 additional consideration for the Enhancement Payment, he will not act or serve as a representative,
7 nor in any representative capacity, in any class, class action litigation, Private Attorneys General
8 Act, qui tam or similar action (lawsuit) contemplated and/or filed against any of the released parties
9 and shall in no way assist any other person or entity from doing same. Plaintiff promises to opt out
10 of any class or action and to take such other steps as he has the power to take to disassociate himself
11 from any class or action seeking relief against Defendant regarding any of the matters released.

12 b. California Civil Code Section 1542. Upon the Effective Date, the
13 Representative Plaintiff will be deemed to have, and will have, expressly waived and relinquished,
14 to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the
15 California Civil Code which provides as follows:

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17 “A general release does not extend to claims that the creditor or releasing party does
18 not know or suspect to exist in his or her favor at the time of executing the release
19 and that, if known by him or her, would have materially affected his or her settlement
with the debtor or released party.”

20 c. No Other Actions. The Representative Plaintiff is deemed by operation of
21 the Final Order and Judgment in this PAGA matter to have agreed not to sue or otherwise make any
22 claim against any of the Released Parties based upon any action, event or occurrence prior to the
23 date each signs this Settlement Agreement.

24 21. **Request for Final Order and Judgment.**

25 PAGA Class Counsel shall file this Stipulation and Agreement with the court requesting
26 approval of the Settlement. Accompanying the Stipulation and Agreement shall be a proposed Final
27 Order and Judgment, in a form substantially similar to Exhibit B. Pursuant to California Labor Code
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1 § 2699(1)(2), each PAGA Class Counsel shall submit a fully executed copy of this Agreement to the
2 LWDA on the same day that its stipulation and this Agreement are filed with the Court. Pursuant to
3 California Labor Code § 2699(1)(3), PAGA Class Counsel shall submit a copy of the Final Order
4 and Judgment to the LWDA no later than ten (10) calendar days after its entry.

5 22. **Settlement Funding.**

6 a. Defendant shall fund the Gross Settlement Fund in two installments. The first
7 installment in the amount of \$25,000 shall be paid to the settlement administrator within 30 days of
8 the court granting approval of the Settlement. The second installment in the amount of \$25,000
9 shall be paid to the settlement administrator within six months of the first payment. If the court does
10 not approve the Parties' funding timeline, the Parties will work together in good faith to address the
11 court's concerns. In the event that any of the installments of the Settlement Payment as set forth in
12 this Paragraph, are not timely made, Plaintiff's attorney will advise Defendant's attorney of the
13 default via email and Defendant will have fifteen (15) business days thereafter to cure the breach
14 ("Curing Period"). In the event that payment is not made within the Curing Period, the entire balance
15 of the Settlement Payment will be due and payable immediately. In addition, to the extent Defendant
16 files bankruptcy prior to the entire Settlement Payment being paid, any portion of the Settlement
17 Payment paid prior to the bankruptcy will be distributed in pro rata distributions based on the
18 allocations of the Settlement Payment as contemplated in this Settlement, to the extent permitted by
19 law.

20 b. Upon the Courts entering the Final Order and Judgment, the Settlement
21 Administrator shall send Defendant's counsel electronic wiring instructions to fund the Gross
22 Settlement Fund.

23 c. Within 30 days after receipt of the second installment payment, the
24 Settlement Administrator shall issue payments as set forth in this Agreement to: the LWDA; the
25 Aggrieved Employees; PAGA Counsel Attorneys' Fees and Costs; and the Representative
26 Plaintiff's Enhancements (the "**Payment Date**").

27 23. **Escalation Clause.**

28 The PAGA Class is estimated to include approximately 84 people who collectively worked

2,340 pay periods from the period starting October 6, 2019 through April 21, 2022. Defendant shall verify the accurate number of pay periods. Should the verified number of pay periods during the period starting October 6, 2019 through April 21, 2022 increase by more than 10% of the total estimate stated, then the Gross Settlement Amount shall increase on a proportional basis (i.e., if there is a 11% increase in the number workweeks, the Gross Settlement Amount shall increase by 1%).

24. **Class List.**

Within 10 days after the Effective Date, Defendant will provide a Class List to the Settlement Administrator which will identify all Aggrieved Employees by name, social security number, and last known home address (“**Class List**”). The Class List will also contain the number of Eligible Pay Periods credited to each Aggrieved Employee.

25. **List of Individual Settlement Amounts.**

Within 10 days after the Settlement Administrator receives the Class List, the Settlement Administrator will provide to PAGA Class Counsel and Defendant’s counsel a Proceeds List reflecting the Individual Penalty Payment for each Aggrieved Employee (“**Proceeds List**”). The Proceeds List provided to PAGA Class Counsel will not include the Aggrieved Employees’ names, social security numbers or contact information.

26. **PAGA Payments to Aggrieved Employees.**

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual Penalty Payment (collectively, the “**PAGA Packet**”).

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the

1 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
2 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
3 Administrator, Defendant, or PAGA Class Counsel shall be required to take further action.

4 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
5 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
6 check is not cashed within that period, the settlement payment check will be voided, and a stop-
7 payment will be issued. Neither Defendant, Defendant's counsel, Plaintiff, nor PAGA Class
8 Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on
9 settlement payment checks, unauthorized negotiation of settlement payment checks or failure to
10 timely cash a settlement payment check within the 180-day period.

11 d. Any unpaid cash residue or unclaimed or abandoned Aggrieved Employee
12 funds generally attributable to California residents, plus any accrued interest that has not otherwise
13 been distributed pursuant to order of the Court, shall be transmitted to the state controller unclaimed
14 payment fund in the name of the Aggrieved Employee.

15 27. **Payments of Enhancement Awards, Attorneys' Fees and Costs, and the LWDA**
16 **Settlement Payment.**

17 a. On the Payment Date, the Settlement Administrator will pay from the Gross
18 Settlement Fund the Representative Plaintiff's Enhancement Awards as awarded by the Court. The
19 Enhancement Award will be made by sending to PAGA Class Counsel a check payable to "DEJA
20 HENRY" in the amount of the Court-approved Enhancement Award. Such payment is conditional
21 upon PAGA Class Counsel providing Defendant's counsel with a completed Form W-9 for the
22 Representative Plaintiff.

23 b. On the Payment Date, the Settlement Administrator will pay from the Gross
24 Settlement Fund to PAGA Class Counsel its Court-approved Attorneys' Fees and Costs. Such
25 payment is conditional upon PAGA Class Counsel providing the Settlement Administrator with
26 completed Forms W-9. The Court-approved PAGA Class Counsel's Attorneys' Fees and Costs will
27 be split equally between the Koul Law Firm and the Law Offices of Sahag Majarian II.

28 c. On the Payment Date, the Settlement Administrator will pay from the Gross

1 Settlement Fund to the LWDA by check made payable to the “California Labor Workforce and
2 Development Agency.”

3 28. **Deadlines.**

4 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
5 the deadline will be automatically extended to the next regular business day. Unless specified
6 otherwise, all references to “days” shall mean calendar days.

7 29. **Enforcement and Continuing Jurisdiction of the Court.**

8 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
9 and will be enforceable pursuant to California Code of Civil Procedure section 664.6. Even after
10 the entry of the Final Order and Judgment, the Court will have and retain continuing jurisdiction
11 over each’s respective actions and over all Parties and the Aggrieved Employees, to the fullest extent
12 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
13 and all matters provided for in it, and to interpret it.

14 30. **Mutual Full Cooperation.**

15 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
16 Agreement, including, but not limited to, execution of such documents and taking such other action
17 as may be reasonably necessary or convenient to implement it.

18 31. **No Admissions.**

19 Nothing in this Settlement Agreement will constitute or be considered an admission by or
20 on behalf of Defendant, or any Released Party, of any wrongdoing or liability or of the accuracy of
21 any allegation made in connection with this Action.

22 32. **Effective Date of Defendant’s Obligations Under This Agreement.**

23 Defendant’s obligations under this Settlement Agreement will become final and effective
24 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
25 this Settlement Agreement are not satisfied, all matters covered by this Agreement will be null and
26 void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be
27 used or construed by or against any Party as a determination, admission, or concession of any issue
28 of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their

1 respective rights regarding the prosecution and defense of the Action, including all available
2 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
3 existed.

4 33. **Nullification.**

5 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
6 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
7 or declared or rendered void as to any material term as defined above, then (a) the Settlement
8 Agreement shall become null and void; (b) the Parties will revert to their respective positions
9 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
10 Settlement Administrator Fees and Costs.

11 34. **Invalidation.**

12 Invalidation of any material term of this Settlement Agreement will invalidate this
13 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
14 provisions will remain in full force and effect.

15 35. **Publicity.**

16 From and after the execution of this Agreement, the Representative Plaintiff and PAGA
17 Class Counsel agree not to publicize this Settlement in any way except as provided in this
18 Agreement and, except as required by law, agree to limit statements regarding the Settlement to
19 responses to questions, which responses shall be limited to say the matter has been resolved. In
20 addition, the Representative Plaintiff and the PAGA Class Counsel: (a) may respond to specific
21 questions from Aggrieved Employees; and (b) as required under the terms of this Stipulation, may
22 describe and explain the specific terms of this Stipulation. The Representative Plaintiff and her
23 counsel shall not hold any press conference or speak to the media regarding the Settlement.

24 36. **Neutral Reference.**

25 Defendant agrees to provide a neutral employment reference for Plaintiff, consisting solely
26 of the dates of employment and the last position held by Plaintiff.

27 37. **Entire Agreement.**

28 This Settlement Agreement constitutes the entire integrated agreement between the Parties

1 relating to the Action, and no oral representations, warranties, or inducements have been made to
2 any party concerning this Settlement Agreement other than the representations, warranties, and
3 covenants contained and memorialized in this Settlement Agreement.

4 38. **Authorization to Act.**

5 PAGA Class Counsel warrant and represent that they are authorized by their Representative
6 Plaintiff, and counsel of record for Defendant warrants that they are authorized by Defendant to take
7 all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
8 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
9 terms of this Settlement Agreement, except for any documents, including but not limited to this
10 Settlement Agreement, that are required to be executed by the Parties.

11 39. **Modification Only in Writing.**

12 This Settlement Agreement may be amended or modified only by a written instrument signed
13 by all Parties or their successors in interest. After the entry of the Final Order and Judgment, the
14 parties may by written agreement effect such amendments, modifications or expansions of this
15 Agreement without further notice to the LWDA or Aggrieved Employees and without notice to or
16 the approval by the Court if such changes are consistent with the Court's Final Order and Judgment
17 and do not materially alter any rights hereunder.

18 40. **Binding on Successors.**

19 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
20 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
21 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
22 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
23 affiliated entities.

24 41. **No Prior Assignments.**

25 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
26 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
27 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
28 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

1 42. **Governing Law.**

2 All terms of this Settlement Agreement will be governed by and interpreted according to the
3 laws of the State of California, without giving effect to conflicts of laws principles.

4 43. **Counterparts.**

5 This Settlement Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
7 Parties will exchange among themselves signed counterparts.

8 44. **Headings for Convenience Only.**

9 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
10 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

11 45. **Construction of This Agreement.**

12 The Parties agree that the terms and conditions of this Settlement Agreement are the result
13 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
14 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
15 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
16 entire agreement between the Parties. Except as expressly provided in this Agreement, this
17 Settlement Agreement has not been executed in reliance upon any other oral or written
18 representations or terms and no such extrinsic oral or written representations or terms will modify,
19 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
20 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
21 Procedure section 1856(a), which provide that a written agreement is to be construed according to
22 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
23 and Defendant had available to them the advice and assistance of independent counsel. As such,
24 neither Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement
25 Agreement should be construed against the other.

26 46. **Corporate Signatories.**

27 Any person executing this Settlement Agreement or any related document on behalf of a
28 corporate signatory warrants and promises for the benefit of all Parties that such person has been

1 duly authorized by such corporation to execute this Settlement Agreement or any related document.

2 47. **Representation by Counsel.**

3 All of the Parties hereto acknowledge that they have been represented by counsel throughout
4 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
5 has been executed with the consent and advice of counsel.

6 48. **Attorneys' Fees and Costs.**

7 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
8 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
9 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
10 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
11 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

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13 *[Signature Page to Follow]*
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IT IS SO AGREED:

Dated: _____, 2022

DEJA HENRY

Dated: 8/4, 2022


PACIFIC MEDICAL LABORATORY, INC.
By: ROGER AMADOR
Its: PRESIDENT

Dated: 8-4, 2022


INTERNATIONAL MEDICAL LABORATORY
By: JALAL ZARGHMI
Its: COO

Dated: _____, 2022

APPROVED AS TO FORM:

By: _____
Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
Attorneys for Plaintiff DEJA HENRY

Dated: 8/3/, 2022

APPROVED AS TO FORM:

By: 
Nima Nami, Esq.
Attorneys for Defendants

1 **IT IS SO AGREED:**

2 Dated: 8/1/2022, 2022

DocuSigned by:
Deja Henry
DEJA HENRY

4
5 Dated: _____, 2022

PACIFIC MEDICAL LABORATORY, INC.

By:

Its:

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8 Dated: _____, 2022

INTERNATIONAL MEDICAL LABORATORY

By:

Its:

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11
12 Dated: August 1, 2022

APPROVED AS TO FORM:

13
14 By:

Sahag Majarian II
Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
Attorneys for Plaintiff DEJA HENRY

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16
17 Dated: _____, 2022

APPROVED AS TO FORM:

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19 By:

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