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9 Attorneys for Plaintiff
DEJA HENRY on behalf of
10 herself, all aggrieved employees, and the State
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
20 1-50, inclusive,

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

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

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1 or any persons or companies affiliated with Defendant.

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

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

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

15 DEFINITIONS

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

19 2. “**Aggrieved Employees**” means all current and former employees who were
20 employed by Defendant as non-exempt employees in California at any time from October 6, 2019
21 to on or about August 4, 2022, the date of the initial Stipulation and Agreement for Settlement of
22 PAGA Representative Action (the “PAGA Period”).

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

25 4. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
26 Stipulation and Agreement for Settlement of PAGA Representative Action, which the Parties
27 acknowledge sets forth all material terms and conditions of the Settlement between them, and
28 which is subject to Court approval pursuant to Section 2699(1) of the California Labor Code

1 Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

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

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

5 7. **“Defendant”** means Pacific Medical Laboratory, Inc. and International Medical
6 Laboratory.

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

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

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

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

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

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

24 14. **“PAGA Period”** means October 6, 2019, through on or about August 4, 2022, the
25 date parties executed the initial Stipulation and Agreement for Settlement of PAGA
26 Representative Action.

27 15. **“Released Claims”** means all claims for PAGA penalties arising out of or related
28 to allegations of: failure to pay minimum wages including, but not limited to, “off the clock”

1 work; failure to pay overtime compensation; failure to provide meal periods and rest breaks or
2 premium payments; failure to provide and maintain complete and accurate itemized wage
3 statements that included all information required by the California Labor Code; failure to maintain
4 records; untimely payment of wages at the time of termination; violations of the corresponding
5 California Labor Code provision, the applicable California Wage Orders, and all other PAGA
6 claims and allegations made or which could have been made in the Action based on the factual
7 allegations in the PAGA Notice letter or operative Complaint for the entirety of the PAGA Period.

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

11 17. **"Representative Plaintiff"** means Deja Henry.

12 **TERMS AND CONDITIONS OF SETTLEMENT**

13 18. **Settlement Payments.**

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

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

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

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

12 d. Penalties Fund: After deducting Attorneys’ Fees and Costs, Settlement
13 Administration Costs, and Representative Plaintiff’s Enhancement Award from the Gross
14 Settlement Fund, the remaining estimated amount will comprise the Penalties Fund, estimated to
15 be approximately \$8,76900. The Penalties Fund is for all payments to the Aggrieved Employees
16 and the LWDA.

17 i. The Penalties Fund shall be allocated 75% to the **LWDA Payment**,
18 which is estimated to total approximately \$6,577.01 ($\$8,769.35 \times$
19 75%).

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

24 (1) Each Aggrieved Employee’s *pro rata* share shall be
25 determined based on the number of pay periods that the
26 Aggrieved Employee worked for Defendant in a Covered
27 Position during the PAGA Period (“**Eligible Pay Period**”)
28 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, Aggrieved Employees, and the State of California, 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 during the PAGA Period.

20. General Release by Representative Plaintiff ONLY

a. Terms of Release. As a condition to obtaining the Enhancement Payment

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

1 provided for herein, Plaintiff (as well as her spouse, heirs, executors, administrators, trustees,
2 and/or permitted assigns) also agree to a general release of any and all claims against Defendant
3 (as defined above)-which shall include without limitation any and all claims which in any way
4 relate to his employment with Defendant, under State or Federal law, in tort, common law, statute,
5 contract, or equity, whether pled in the operative complaints or not, including but not limited to
6 any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code,
7 or any Industrial Welfare Commission Wage Order-now existing or arising in the future, based on
8 any act, omission, event, occurrence, or non-occurrence from the beginning of time to the date of
9 execution hereof. Plaintiff represents that he will not directly or indirectly institute any legal action
10 against any Released Party based upon, arising out of, or relating to any claims released in the
11 settlement agreement. Plaintiff will not directly or indirectly encourage and/or solicit any third
12 party to institute any legal action against any Released Party. Plaintiff further understands and
13 agrees that, as additional consideration for the Enhancement Payment, he will not act or serve as a
14 representative, nor in any representative capacity, in any class, class action litigation, Private
15 Attorneys General Act, qui tam or similar action (lawsuit) contemplated and/or filed against any of
16 the released parties and shall in no way assist any other person or entity from doing same. Plaintiff
17 promises to opt out of any class or action and to take such other steps as he has the power to take
18 to disassociate himself from any class or action seeking relief against Defendant regarding any of
19 the matters released.

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

24
25 “A general release does not extend to claims that the creditor or releasing party does
26 not know or suspect to exist in his or her favor at the time of executing the release
27 and that, if known by him or her, would have materially affected his or her
28 settlement with the debtor or released party.”

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

5 21. Request for Final Order and Judgment.

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

13 22. Settlement Funding.

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

28 b. Upon the Courts entering the Final Order and Judgment, the Settlement

1 Administrator shall send Defendant's counsel electronic wiring instructions to fund the Gross
2 Settlement Fund.

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

7 **23. Escalation Clause.**

8 Defendant has verified that the Aggrieved Employees is estimated to include
9 approximately 98 people who collectively worked 2,340 pay periods from the period starting
10 October 6, 2019 through April 21, 2022 as set forth in the initial Stipulation and Agreement for
11 Settlement of PAGA Representative Action. Pursuant to the Court's September 2, 2022 Minuet
12 Order, Defendant estimates that the Aggrieved Employees include 2,555 pay periods starting from
13 the period starting October 6, 2019 through August 4, 2022 (the date the parties executed the
14 initial Stipulation and Agreement for Settlement of PAGA Representative Action). Should the
15 verified number of pay periods during the period starting October 6, 2019 through August 4, 2022
16 increase by more than 10% of the total estimate stated, then the Gross Settlement Amount shall
17 increase on a proportional basis (i.e., if there is a 11% increase in the number workweeks, the
18 Gross Settlement Amount shall increase by 1%).

19 **24. Class List.**

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

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

25 Within 10 days after the Settlement Administrator receives the Class List, the Settlement
26 Administrator will provide to PAGA Class Counsel and Defendant's counsel a Proceeds List
27 reflecting the Individual Penalty Payment for each Aggrieved Employee ("Proceeds List"). The
28 Proceeds List provided to PAGA Class Counsel will not include the Aggrieved Employees'

1 names, social security numbers or contact information.

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

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

7 b. Prior to mailing, the Settlement Administrator will update all addresses
8 using the National Change of Address System (NCOA). In the event that a PAGA Packet is
9 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
10 will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is
11 provided, then the Settlement Administrator will promptly conduct a “standard search,” sometimes
12 called, “Skip Trace” or “Credit Header” searches, to locate a better address. If a better address is
13 found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is
14 not found or the PAGA Packet is ultimately returned without a forwarding address, neither the
15 Settlement Administrator, Defendant, or PAGA Class Counsel shall be required to take further
16 action.

17 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
18 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
19 check is not cashed within that period, the settlement payment check will be voided, and a stop-
20 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Class
21 Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on
22 settlement payment checks, unauthorized negotiation of settlement payment checks or failure to
23 timely cash a settlement payment check within the 180-day period.

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

28 27. **Payments of Enhancement Awards, Attorneys’ Fees and Costs, and the**

1 **LWDA Settlement Payment.**

2 a. On the Payment Date, the Settlement Administrator will pay from the Gross
3 Settlement Fund the Representative Plaintiff's Enhancement Awards as awarded by the Court.
4 The Enhancement Award will be made by sending to PAGA Class Counsel a check payable to
5 "DEJA HENRY" in the amount of the Court-approved Enhancement Award. Such payment is
6 conditional upon PAGA Class Counsel providing Defendant's counsel with a completed Form W-
7 9 for the Representative Plaintiff.

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

13 c. On the Payment Date, the Settlement Administrator will pay from the Gross
14 Settlement Fund to the LWDA by check made payable to the "California Labor Workforce and
15 Development Agency."

16 28. **Deadlines.**

17 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
18 the deadline will be automatically extended to the next regular business day. Unless specified
19 otherwise, all references to "days" shall mean calendar days.

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

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

27 30. **Mutual Full Cooperation.**

28 The Parties will fully cooperate with each other to accomplish the terms of this Settlement

1 Agreement, including, but not limited to, execution of such documents and taking such other
2 action as may be reasonably necessary or convenient to implement it.

3 31. **No Admissions.**

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

7 32. **Effective Date of Defendant's Obligations Under This Agreement.**

8 Defendant's obligations under this Settlement Agreement will become final and effective
9 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
10 this Settlement Agreement are not satisfied, all matters covered by this Agreement will be null and
11 void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be
12 used or construed by or against any Party as a determination, admission, or concession of any
13 issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve,
14 their respective rights regarding the prosecution and defense of the Action, including all available
15 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement
16 never existed.

17 33. **Nullification.**

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

24 34. **Invalidation.**

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

1 35. Publicity.

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

10 36. Neutral Reference.

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

13 37. Entire Agreement.

14 This Settlement Agreement constitutes the entire integrated agreement between the Parties
15 relating to the Action, and no oral representations, warranties, or inducements have been made to
16 any party concerning this Settlement Agreement other than the representations, warranties, and
17 covenants contained and memorialized in this Settlement Agreement.

18 38. Authorization to Act.

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

25 39. Modification Only in Writing.

26 This Settlement Agreement may be amended or modified only by a written instrument
27 signed by all Parties or their successors in interest. After the entry of the Final Order and
28 Judgment, the parties may by written agreement effect such amendments, modifications or

1 expansions of this Agreement without further notice to the LWDA or Aggrieved Employees and
2 without notice to or the approval by the Court if such changes are consistent with the Court's Final
3 Order and Judgment and do not materially alter any rights hereunder.

4 40. **Binding on Successors.**

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

10 41. **No Prior Assignments.**

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

15 42. **Governing Law.**

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

18 43. **Counterparts.**

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

22 44. **Headings for Convenience Only.**

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

26 45. **Construction of This Agreement.**

27 The Parties agree that the terms and conditions of this Settlement Agreement are the result
28 of arms-length negotiations between the Parties and that this Settlement Agreement will not be

1 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
2 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
3 entire agreement between the Parties. Except as expressly provided in this Agreement, this
4 Settlement Agreement has not been executed in reliance upon any other oral or written
5 representations or terms and no such extrinsic oral or written representations or terms will modify,
6 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
7 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
8 Procedure section 1856(a), which provide that a written agreement is to be construed according to
9 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
10 and Defendant had available to them the advice and assistance of independent counsel. As such,
11 neither Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement
12 Agreement should be construed against the other.

13 46. **Corporate Signatories.**

14 Any person executing this Settlement Agreement or any related document on behalf of a
15 corporate signatory warrants and promises for the benefit of all Parties that such person has been
16 duly authorized by such corporation to execute this Settlement Agreement or any related
17 document.

18 47. **Representation by Counsel.**

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

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

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

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[Signature Page to Follow]

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1 **IT IS SO AGREED:**

2 Dated: 10/4/2022, 2022

DocuSigned by:
Deja Henry
DEJA HENRY D53A90E9F775413...

4
5 Dated: _____, 2022

PACIFIC MEDICAL LABORATORY, INC.

By:

Its:

7
8 Dated: _____, 2022

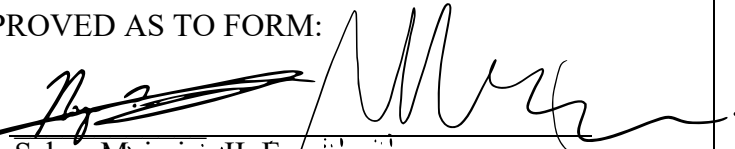
INTERNATIONAL MEDICAL LABORATORY

By:

Its:

10
11
12 Dated: October 4, 2022

APPROVED AS TO FORM:

13
14 By: 

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

15
16
17 Dated: _____, 2022

APPROVED AS TO FORM:

18
19 By:

Nima Nami, Esq.
Attorneys for Defendants

1 **IT IS SO AGREED:**

2 Dated: _____, 2022

3 DEJA HENRY

4
5 Dated: 10/4/22, 2022

6 PACIFIC MEDICAL LABORATORY, INC.

7 By: REGAN BARRAGHAN

8 Its: President

9 Dated: 10-4-22, 2022

10 INTERNATIONAL MEDICAL LABORATORY

11 By: J. ZARGHAMI

12 Its: CEO

13 Dated: _____, 2022

14 **APPROVED AS TO FORM:**

15 By: _____

16 Sahag Majarian II, Esq.

17 LAW OFFICES OF SAHAG MAJARIAN II

18 Attorneys for Plaintiff DEJA HENRY

19 Dated: 10/4/, 2022

20 **APPROVED AS TO FORM:**

21 By: _____

22 Nima Nami, Esq.

23 Attorneys for Defendants