

EVELYN REED v.

THAILA RAMANUJAM, M.D., INC., et al.

California Superior Court, County of Santa Cruz

Case No. 21CV00200

PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Plaintiff EVELYN REED (“Plaintiff”), in her capacity as representative of the State of California and on behalf of other aggrieved employees, and Defendants THAILA RAMANUJAM, M.D., INC., and THAILA RAMANUJAM, M.D. (“Defendants”), hereby enter into this Settlement Agreement and Release (“PAGA Settlement Agreement” or as used herein “Settlement” or “PAGA Settlement”). The Private Attorney General Act of 2004, Labor Code section 2698 *et seq.* is hereinafter referred to as (“PAGA”).

This PAGA Settlement Agreement is a compromise between Defendants and Plaintiff regarding Plaintiff’s allegations regarding certain violations of the California Labor Code on behalf of herself and other aggrieved employees pursuant to the PAGA, sought in the following action titled: *Evelyn Reed v. Thalia Ramanujam, M.D., Inc. et al.*, Santa Cruz County Superior Court Case No. 21CV00200 (the “Action”).

The Parties acknowledge that the resolution of Plaintiff’s individual, non-PAGA claims are resolved under a separate confidential agreement (Non-PAGA Settlement Agreement) and that the Parties contemplate that Plaintiff’s individual, non-PAGA claims will be dismissed with prejudice prior to the submission of this Settlement to the Court for its approval, whether by stipulation or by noticed motion. The Court’s approval of this Settlement is not a condition precedent of the effectiveness of the agreement to resolve Plaintiff’s individual, non-PAGA claims.

This PAGA Settlement is subject to the approval of the Court and is made for the sole purpose of consummating the settlement of this PAGA Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms of the PAGA Settlement or the conditions precedent are not met for any reason, this PAGA

Settlement Agreement and the agreements and obligations embodied therein shall be void and shall be of no force or effect whatsoever.

I. DEFINITIONS

As used in this PAGA Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this PAGA Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement, they are incorporated by reference into this definition section.

1. Action.

“Action” shall refer to the civil action of *Evelyn Reed v. Thalia Ramanujam, M.D., Inc. et al.*, Santa Cruz County Superior Court Case No. 21CV00200, including any amendments thereto.

2. Administrative Expenses.

“Administrative Expenses” shall include all costs and expenses associated with the Settlement Administrator.

3. Covered Employees.

The term “Covered Employees,” for the purposes of this Settlement only, shall mean and include all current and former nonexempt employees of Thalia Ramanujam, M.D., Inc. in California from January 27, 2020, through the date of the Court’s approval of this Settlement. Defendants estimate there are approximately twenty (20) Covered Employees.

4. Court.

“Court” shall mean the Superior Court of California in and for the County of Santa Cruz.

5. Defendants.

“Defendants” shall mean Thalia Ramanujam, M.D., Inc. and Thalia Ramanujam, M.D.

6. Defense Counsel.

“Defense Counsel” shall mean Aidan W. Butler, Esq., Attorney at Law or other counsel of record for any Defendant.

7. Effective Date.

The “Effective Date” shall be the date when all of the following events have occurred: (1) the Court enters an order and judgment approving the Settlement; and (2) the time for appeal, if

applicable (as explained herein), has expired. If no objection by the LWDA is made to the Settlement, there is no right to appeal and the Effective Date is the date upon which the Court signs the final order and judgment. If an objection by the LWDA has been filed and/or heard at the hearing on Plaintiff's Motion for Approval, the Effective Date means: (1) the date of final affirmation of the approval order and judgment from any appeal, the expiration of the time for, or the denial of, a petition to review the approval order, or if review is granted, the date of final affirmation of the approval order and judgment following review pursuant to that grant; (2) the date of final dismissal of any appeal from the approval order and judgment or the final dismissal of any proceeding to review the approval order and judgment, provided that the approval order and judgment is affirmed and/or not reversed in any part; or (3) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's approval of the Resolution, as determined under Rule 8.104(a)(3) of the California Rules of Court.

8. Gross Settlement Amount.

"Gross Settlement Amount" or "GSA" shall mean Fifty Thousand Dollars (\$50,000). The GSA includes: (1) Administrative Expenses; (2) Individual Penalties Payments; and (3) the payment to the LWDA.

9. Individual Penalties Payment.

"Individual Penalties Payment" shall mean the amount which is ultimately distributed to each Covered Employee.

10. Net Settlement Amount.

"Net Settlement Amount" or "NSA" shall mean the GSA, less Administrative Expenses.

11. PAGA Representative.

"PAGA Representative" shall mean Plaintiff Evelyn Reed.

12. Parties.

"Parties" shall mean the Plaintiff and Defendants.

13. Plaintiff.

"Plaintiff" shall mean Plaintiff Evelyn Reed.

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1 **14. Plaintiff's Counsel.**

2 “Plaintiff's Counsel” shall mean the attorneys of Sutton Hague Law Corporation, P.C. or
3 any other counsel of record for Plaintiff.

4 **15. Released Claims.**

5 “Released Claim(s)” shall mean and include any and all claims for civil penalties that
6 could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive
7 Branch Agency (“LWDA”) under the PAGA, based on the factual allegations of Plaintiff's
8 December 28, 2020 letter to the LWDA and/or Plaintiff's First Amended Complaint, filed in this
9 Action on or around April 30, 2021, including but not limited to any claims for civil penalties for
10 misclassification as independent contractor, failure to pay overtime, failure to pay provide
11 compliant meal periods, failure to provide compliant rest periods, failure to timely pay all wages,
12 failure to pay wages due upon demand, failure to pay wages due upon termination, failure to issue
13 accurate itemized wage statements, failure to maintain accurate payroll records for its non-exempt
14 employees, failure to provide sick leave and/or written notice of accrued paid sick leave, and
15 failure to provide notice of pay. The Released Claims only include claims under the PAGA, arising
16 out of the facts and circumstances at issue in the Action, and do not include the individual or non-
17 PAGA claims of the Aggrieved Employees.

18 **16. Released Parties.**

19 “Released Parties” shall mean and include Defendants and their past, present and/or future
20 officers, directors, employees, and agents.

21 **17. Settlement.**

22 “Settlement” shall mean the settlement memorialized in this agreement.

23 **18. Settlement Administrator.**

24 “Settlement Administrator” means Phoenix Settlement Administrators, Inc., or any other
25 third-party administrator mutually agreed to by the Parties and approved by the Court, which will
26 perform the duties of: (a) calculating the amounts due to each Aggrieved Employee pursuant to
27 the Settlement; (b) providing Individual Penalties Payments, along with IRS Forms 1099, to the
28 Aggrieved Employees; (c) reporting the Individual Penalties Payment amounts of each Aggrieved

Employee to all required taxing and other authorities; (d) utilizing the National Change of Address Database maintained by the United States Postal Service, mail-forwarding information and/or skip tracing methods, as reasonable, to update the Database and taking steps to send Individual Penalties Payments to current mailing addresses; (e) performing such other duties as are described herein; (f) establishing a Qualified Settlement Fund pursuant to applicable law for the purpose of administering this Settlement; and (g) providing payment to the LWDA pursuant to Paragraph III.2.a) below.

19. Settlement Approval Date.

“Settlement Approval Date” shall mean the date upon which the Court enters an order approving this Settlement.

20. Settlement Period.

The “Settlement Period” shall be defined as commencing on January 27, 2020, and continuing through the date on which the Court enters an order approving the Settlement.

II. RECITALS

1. This Settlement encompasses and shall include all Covered Employees as defined herein.

2. On December 28, 2020, Plaintiff, on behalf of all Covered Employees, notified the Labor and Workforce Development Agency (“LWDA”) of her allegations against Thalia Ramanujam, M.D., Inc. for misclassification as independent contractor, failure to pay overtime, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay all wages, failure to pay wages due upon demand, failure to issue accurate itemized wage statements, failure to pay wages due and owing upon termination, failure to maintain accurate payroll records for its non-exempt employees, and failure to provide notice of pay. The LWDA did not provide any notice that it intended to investigate Plaintiff’s allegations.

3. On or about January 27, 2021, Plaintiff filed Case No. 21CV00200 in the Superior Court of Santa Cruz County, alleging claims on an individual basis arising out of and relating to her employment. On or about April 30, 2021, Plaintiff filed a First Amended Complaint in the Action, in which she added various claims under the Labor Code Private Attorneys General Act

1 of 2004 (“PAGA”), alleging claims against Thalia Ramanujam, M.D., Inc. for civil penalties for
2 misclassification as independent contractor, failure to pay overtime, failure to provide compliant
3 meal periods, failure to provide compliant rest periods, failure to timely pay all wages, failure to
4 pay wages due upon demand, failure to issue accurate itemized wage statements, failure to pay
5 wages due and owing upon termination, failure to maintain accurate payroll records for its non-
6 exempt employees, and failure to provide notice of pay.

7 4. Defendants filed a general denial to Plaintiff’s Complaint, denying all material
8 allegations of liability and asserting various affirmative defenses. Defendants asserted that they
9 complied with applicable laws in that it compensated Covered Employees for all hours worked
10 and otherwise complied with its obligations under the California Labor Code and associated
11 regulations and Industrial Wage Orders.

12 5. Defendants are entering this Settlement solely to avoid the time and expense of
13 further litigation. Nothing in this Settlement may be construed as an admission of any wrongdoing
14 by Defendants. Defendants have taken into account the uncertainty and risks inherent in litigation.
15 Defendants have therefore concluded that it is desirable that the Action be resolved in the manner
16 and upon the terms and conditions set forth in this Settlement.

17 6. On July 10, 2023, the parties engaged in a full-day mediation before experienced
18 mediator Shirish Gupta, Esq. Prior to mediation, Plaintiff and Defendants engaged in both formal
19 discovery and informal discovery of records for Plaintiff and certain Covered Employees, the
20 number of Covered Employees and their pay rates, and other policy documents. Formal discovery
21 included multiple depositions. Defendants deposed the Plaintiff, and Plaintiff deposed
22 representatives of Defendants, including Defendant Thalia Ramanujam, M.D. The Parties
23 exchanged multiple sets of written discovery, with Plaintiff alone serving six separate sets of
24 interrogatories and five sets of document requests. The Parties also informally exchanged
25 information related to Defendants’ PAGA exposure. However, that mediation session was not
26 successful in producing an agreement between the Parties.

7. On January 31, 2024, the parties engaged in a half-day mediation before experienced mediator Leonard Gumport, Esq. Following arm's length and hard-fought negotiations through Mr. Gumport, the parties agreed to resolve this Action.

8. Defendants represent there are approximately 950 pay periods worked by Covered Employees in the representative period of time encompassed within the Settlement Period.

9. Plaintiff warrants she has not sold, assigned, or transferred any claim or cause of action, which she has or had against Defendants or any other person or entity who is covered by this release of claims.

THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth in this Settlement, the parties agree as follows:

III. SETTLEMENT TERMS

1. **Gross Settlement Amount.** Subject to the notice procedures set forth below and Approval by the Court, Defendants agree to pay the Gross Settlement Amount ("GSA") of FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) to settle the Action. The GSA shall be allocated as follows, subject to approval by the Court: (i) up to Five Thousand Dollars (\$5,000.00) for payment of Administrative Expenses; (iii) after deduction of the amount enumerated above, the Net Settlement Amount ("NSA"), estimated to be at least Forty-Five Thousand Dollars (\$45,000), shall be made to the Covered Employees (including Plaintiff) and to the LWDA in accordance with Paragraph III.2.

2. **Distribution of the Net Settlement Amount.** The NSA shall be calculated after deducting the Administrative Expenses. The NSA will then be distributed as follows:

a) A total of 75% of the NSA shall be paid to the LWDA pursuant to Labor Code section 2699(i).

b) A total of 25% of the NSA shall be distributed to the Covered Employees on a pro rata basis, based on their respective number of compensable pay periods during the Settlement Period, according to Defendants' records. Covered Employees will receive an IRS Form 1099-MISC (Box 3) for this payment.

1 3. **Court Approval.** After full execution of this Settlement, the Parties shall submit a
2 stipulation for approval by the Court, along with the Settlement and proposed Notice Form
3 described in Paragraph VI.3 below, as well as justification for the settlement's fairness and
4 adequacy. Defendants shall have an opportunity to review Plaintiff's Counsel's declaration(s) prior
5 to submission of the stipulation contemplated herein. If the Court does not approve the Settlement
6 by stipulation as proposed herein, unless otherwise directed by the Court, Plaintiff shall promptly
7 move the court for approval of the Settlement, as well as approval of all amounts to be deducted
8 from the GSA as described in Paragraph III.1. Defendants shall not oppose the motion and shall
9 make reasonable efforts to cooperate in obtaining approval of the Settlement. Prior to submission
10 of the earlier of stipulation or noticed motion, Plaintiff's Counsel shall submit the Settlement to
11 the LWDA, as necessary under Labor Code section 2699(l) and any other applicable provision.
12 Should the Court not grant approval of this Settlement then the entirety of the Settlement shall be
13 null and void, unless otherwise agreed upon in writing by the Parties. Similarly, if the LWDA
14 objects to the Settlement and the Court sustains the objection, then the entirety of the Settlement
15 shall be null and void. The Court shall retain jurisdiction to enforce the terms and conditions of
16 the judgment. If the Settlement is null and void, and a new trial date is selected, all discovery
17 deadlines shall be based on the new trial date.

18 4. **No Reversion.** In the event the Court does not approve any amount requested to be
19 deducted from the GSA as described in Paragraph III.1, including Administrative Expenses, any
20 amount requested but not approved shall not revert to Defendants, but shall be added to the NSA
21 for distribution pursuant to Paragraph III.2.

22 **IV. RELEASED CLAIMS**

23 1. **Plaintiff's Release of Claims and General Release.** Plaintiff, on behalf of herself
24 and the State of California, agrees to release the Released Parties from the Released Claims as
25 defined in this PAGA Settlement.

26 **V. ADMINISTRATIVE EXPENSES**

27 1. **The Settlement Administrator's Costs and Expenses.** All costs and expenses due
28 the Settlement Administrator in connection with its administration of the Settlement including, but

not limited to, locating Aggrieved Employees, and calculating, administering and distributing Notice Forms and Individual Penalties Payments to the Aggrieved Employees, shall be paid from the Gross Settlement Amount.

VI. NOTICE AND PAYMENT PROCEDURES

1. **The Settlement Administrator.** The Parties agree that Phoenix Settlement Administrators, Inc. should be appointed as Settlement Administrator. The Settlement Administrator will be responsible for preparing, administering, and distributing Notice Forms, the LWDA payment, and Individual Penalties Payments to the Aggrieved Employees, and issuing a final report and performing such other duties as the Parties may direct.

Administrative Expenses are not anticipated to exceed \$5,000. In the event that Administrative Expenses exceed \$5,000 any and all additional amounts shall be deducted from the Gross Settlement Amount and the Net Settlement Amount will be recalculated to reflect such additional Administrative Expenses. To the extent that Administrative Expenses exceed \$5,000, Plaintiff's Counsel agrees to provide an explanation to the Court, supported by declarations from Plaintiff's Counsel and Defense Counsel, if necessary, as to the source of the additional Administrative Expenses, the reason such additional expenses were not anticipated prior to the execution of this Settlement, and an explanation as to whether such additional expenses should be deducted from the Gross Settlement Amount or allocated in some other manner, subject to Court approval. In the event that Administrative Expenses are less than \$5,000, the difference shall be added to the Net Settlement Amount for distribution to the Aggrieved Employees.

2. Timing of Payments.

a) Within fifteen (15) calendar days of the Effective Date, Defendants shall: (i) provide the Settlement Administrator with an up-to-date list of Covered Employees containing names, social security numbers, last-known telephone numbers, last-known mailing addresses and pay periods for each Covered Employee (the "Database") and (ii) deposit with the Settlement Administrator the GSA.

b) Within fifteen (15) calendar days following receipt of the Database and GSA, the Settlement Administrator shall distribute: (i) the Individual Penalties Payments to the

Covered Employees by First Class U.S. Mail using the mailing address information provided by Defendants and the results of the skip trace performed; and (ii) the LWDA payment to the LWDA by means requested or required by the LWDA payment submission processes.

3. **Notice to Covered Employees.** Each Individual Penalties Payment shall be accompanied by a letter ("Notice Form") explaining why the check is being sent and a basis for the calculation. The letter shall be approved by the Court upon approval of the Settlement.

4. **Returned Settlement Checks.** In the event that an Individual Penalties Payment check is returned to the Settlement Administrator with a forwarding address, the Individual Penalties Payment check will be re-mailed to the forwarding address. In the event an Individual Penalties Payment check is returned to the Settlement Administrator without a forwarding address or is otherwise undeliverable, the Settlement Administrator will make a diligent effort to correct the address and re-mail the returned Individual Penalties Payment check. If within the 180-calendar day period following issuance of the Individual Penalties Payment check, the Covered Employee contacts the Settlement Administrator or counsel for either Party with a new address, the Individual Penalties Payment check will be re-issued and mailed to the new address provided any such re-issued Individual Penalties Payment check will indicate on its face that it is void if not negotiated within 180 calendar days of its issuance.

5. **Disposition of Uncashed Individual Penalties Payment Checks.** Individual Penalties Payment checks shall be negotiable for not less than 180 calendar days from issuance. All Individual Penalties Payment checks will indicate on their face that they are void if not negotiated within 180 calendar days of issuance. The Notice Form enclosed with the Individual Penalties Payments will also note this 180-day requirement. For Individual Penalties Payment checks remaining uncashed for more than 180 calendar days after issuance, the net funds shall be distributed to the Foundation for Advocacy, Inclusion & Resources ("FAIR") as an appropriate *cypres* recipient pursuant to Code of Civil Procedure section 384.¹

6. **No Effect on Employee Benefits.** All Individual Penalties Payment to Covered Employees shall be deemed to be paid to such Covered Employees in the year in which such

¹ FAIR's mission statement can be found at <http://www.fair-foundation.org/home.html>

1 payments actually are received by the Covered Employees. It is expressly understood and agreed
2 that the receipt of such Individual Penalties Payment will not entitle any Covered Employees to
3 additional compensation or benefits under any company bonus, contest, or other compensation or
4 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
5 any Covered Employee to any increased retirement, 401K benefits or matching benefits, or
6 deferred compensation benefits. It is the intent of this Settlement that the Individual Penalties
7 Payments are the sole payments to be made by Defendants to the Covered Employees, and that the
8 Covered Employees are not entitled to any new or additional compensation or benefits as a result
9 of having received an Individual Penalties Payment (notwithstanding any contrary language or
10 agreement in any benefit or compensation plan document that might have been in effect during the
11 period covered by this Settlement).

12 7. **Final Report by Settlement Administrator.** Within ten (10) business days after
13 the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration
14 providing a final report on the disbursements of all funds.

15 **VII. TAX TREATMENT OF INDIVIDUAL PENALTIES PAYMENTS.**

16 1. **Tax Treatment.** It is expressly agreed by the Parties that all funds distributed
17 pursuant to this Settlement will be considered penalties. Plaintiff and the Covered Employees will
18 receive an IRS Form 1099-Misc (Box 3) for any payments received from the Settlement
19 Administrator.

20 2. **No Warranty.** The Parties make no warranty as to any tax consequences of any
21 payment hereunder. Any determination of the tax consequences of those payments is the sole
22 responsibility of the Covered Employee. Covered Employees who receive an Individual Penalties
23 Payment pursuant to this Settlement shall be responsible for correctly characterizing such amounts
24 for tax reporting purposes and solely responsible for any and all tax obligations associated with
25 such receipt.

26 **VIII. ADVICE OF ATTORNEY**

27 1. Plaintiff acknowledges she has been encouraged to seek independent representation
28 or legal counsel regarding the rights being waived by this Settlement and was given a full and fair

1 opportunity to become fully informed about the legal impact of this Settlement before signing this
2 Settlement. Plaintiff is represented by counsel experienced in this type of matter, and this
3 Settlement was reached after extensive negotiations. Plaintiff warrants and represents that in
4 executing this Settlement, she has had the opportunity to have the terms of this Settlement and its
5 consequences completely explained to her by her attorney, and fully understands the terms and
6 consequences of this Settlement.

7 2. Plaintiff represents and acknowledges she is voluntarily entering into this
8 Settlement with the full knowledge of the rights she may be waiving.

9 **IX. SUCCESSORS**

10 1. This Settlement shall inure to the benefit of the Covered Employees and
11 Defendants, and each of their respective former, current and future parent companies, subsidiaries,
12 affiliates, shareholders, members, agents (including, without limitation, any investment bankers,
13 accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors and
14 employees), predecessors, successors, assigns, officers, directors, employees, and any individuals
15 or entities which could be jointly liable for any of the Released Claims as defined herein.

16 **X. EFFECTUATION**

17 1. The Parties shall execute any and all other documents and do all other things which
18 may be reasonably necessary to carry out the terms of this Settlement.

19 2. The Court shall enter judgment upon approval of this Settlement. The Court shall
20 retain jurisdiction over the Parties to enforce the terms of the judgment. Notice of entry of
21 judgment and order shall be served on the LWDA.

22 3. The Parties agree that this Settlement may be executed in counterparts and that
23 original signatures, facsimile signatures, or PDF files of signatures shall be binding.

24 **XI. MISCELLANEOUS PROVISIONS**

25 1. **Each Party to Bear Its Own Costs.** If the PAGA Settlement is approved per this
26 Settlement, the Parties hereto will bear responsibility for their own attorneys' fees and costs,
27 taxable or otherwise, incurred by them or arising out of this Action, and will not seek
28 reimbursement thereof from any Party to this Settlement.

1 2. **Confidentiality.** Until the time of filing of Plaintiff's Stipulation and/or Motion for
2 Approval of the Settlement, it is understood and agreed by the Parties that the fact that this
3 Settlement was entered into as well as its specific terms and conditions, the amount of monies paid
4 in this Settlement, including the facts arising out of this Settlement, are to be kept absolutely
5 confidential with respect to third parties, and not disclosed or publicized to any person. Prior to
6 the filing of Plaintiff's Motion for Approval or the Stipulation for Approval, should the Parties be
7 asked by anyone about the circumstances under which this Settlement was entered into, its terms
8 or provisions, or the circumstances giving rise to this Settlement, the response shall be that "the
9 matter is resolved."

10 Prior to the filing of Plaintiff's Motion for Approval or the Stipulation for Approval, the
11 Parties herein and/or their attorneys acting on their behalf are prohibited from disclosing the terms
12 of the settlement and/or amount of payment except as necessary to comply with the law or for
13 financial planning, tax preparation, and/or other necessary financial planning matters or as may be
14 necessary to apply for benefits from local, state and/or federal programs. The Parties acknowledge
15 and agree that each of them may take legal action in the event that any Party discloses any terms
16 of this Settlement in violation of this provision. The Parties will not be bound by these confidential
17 provisions in the event that a dispute arises under this Settlement wherein one party seeks to
18 enforce any term or condition of this provision against any other Party. The provisions of this
19 Paragraph XI.2. shall remain in effect only until the time of filing of Plaintiff's Stipulation and/or
20 Motion for Approval of Settlement.

21 3. **Scope of Settlement.** Except as otherwise expressly provided, this Settlement is
22 the complete and entire agreement between the Parties regarding the Released Claims as of the
23 Effective Date of the Settlement, and is intended to be fully integrated. Any and all prior
24 agreements and/or understandings, whether written or oral, that are not set forth in this Settlement
25 or otherwise expressly excluded as provided herein, shall have no force or effect. Notwithstanding
26 the foregoing, the Parties acknowledge and affirm that Plaintiff and Defendants have entered into
27 a separate confidential agreement (Non-PAGA Settlement Agreement) to resolve Plaintiff's non-
28 PAGA claims which shall remain in full force and effect despite this Settlement. The Non-PAGA

1 Settlement Agreement may be provided to the Court upon request for in camera review or as
2 otherwise requested by the Court or the LWDA to the extent necessary for the LWDA's and/or
3 Court's approval of this Settlement. Each Party acknowledges and represents that in executing this
4 Settlement they have not relied upon any inducements, promises, or representations made by the
5 other Party or any person representing any other Party which are not specifically set forth in this
6 Settlement, or the Non-PAGA Settlement Agreement.

7 4. **Modification.** This Settlement may not be modified, except by an express written
8 agreement signed by all Parties.

9 5. **Venue.** The parties agree that this Settlement is entered into and is to be performed
10 in Santa Cruz County, California, and that venue for any proceeding to enforce or interpret this
11 Settlement shall be in Santa Cruz County, California.

12 6. **Construction.** Each Party to this Settlement has had an opportunity to participate
13 in the drafting of this Settlement to the extent they desire and, therefore, this Settlement shall be
14 construed according to its plain meaning and not in favor of or against any Party.

15 7. **Governing Law.** This Stipulation is intended to and shall be governed by the laws
16 of the State of California, without regard to conflict of law principles, in all respects, including
17 execution, interpretation, performance, and enforcement.

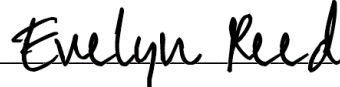
18 8. **Corporate Signatories.** Any person executing this Stipulation or any such related
19 document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all
20 Parties hereto, that such person has been duly authorized by such corporation to execute this
21 Stipulation or any such related document.

22 9. **Action to Enforce Settlement.** The Parties agree that the Santa Cruz County
23 Superior Court shall retain jurisdiction of this matter to enforce the terms of the Settlement
24 Agreement pursuant to California Code of Civil Procedure section 664.6 or to seek damages for
25 breach of this Settlement. This document shall be admissible evidence, without any objection, to
26 enforce it, and it is admissible pursuant to Evidence Code section 1123. In any suit or court action
27 to enforce the terms of this Settlement, the prevailing party shall be entitled to recover attorneys'
28 fees and costs.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Settlement on the date below their signatures or the signature of their representatives. The date of the Settlement shall be the date of the latest signature.

Dated: 2/19/2024, 2024

By: EVELYN REED
DocuSigned by:



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Dated: **February 15**, 2024

By: THALIA RAMANUJAM, M.D., INC.



Name: **Thaila Ramanujam**

Title: **President**

Dated: **February 15**, 2024

By: THALIA RAMANUJAM, M.D.

