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Attorneys for Plaintiff LORENZO MEDINA

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Attorney for Defendant CA UNITED PARTNERS CORP.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 LORENZO MEDINA, an individual,

14 Plaintiff,

15 vs.

16 CA UNITED PARTNERS CORP., a California
17 Corporation, and DOES 1 through 170,
18 inclusive,

19 Defendants.

Case No.: 21STCV07243

**JOINT STIPULATION AND
[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

Complaint filed: 2/24/2021

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26 HENNIG
27 KRAMER
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1 9) Plaintiff's main claims centered around Defendant's misclassification of Plaintiff
2 as an independent contractor and related Labor Code violations, including failure to pay overtime
3 wages and minimum wage, failure to provide meal and rest breaks, failure to reimburse necessary
4 business expenses and retaliation under the Labor Code. Plaintiff also alleged disability
5 discrimination and retaliation under the FEHA

6 10) PAGA settlements are subject to trial court review and approval, ensuring that any
7 negotiated resolution is fair to those affected. *Williams v. Superior Ct.*, (2017) 3 Cal. 5th 531,
8 549; Lab. Code, § 2699, subd. (l)(2). Courts have found it appropriate to approve a PAGA
9 settlement where "the settlement terms (1) meet the statutory requirements set forth by PAGA,
10 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals."
11 *Chamberlain v. Baker Hughes, a GE Co., LLC*, No. 1:19-cv-00831-DAD-JLT, 2020 WL
12 4350207, at *4 (E.D. Cal. July 29, 2020)

13 11) Under the recent California Supreme Court case *Z.B., NA v. Superior Court* (2019)
14 8 Cal.5th 175, 241, unpaid wages may not be collected as part of an action under the PAGA for
15 remedies under *Labor Code* § 558.

16 12) Moreover, it is well-established that only civil penalties are recoverable in a
17 PAGA action; statutory penalties are not recoverable under the PAGA. *Tanguilig v.*
18 *Bloomington's, Inc.* (2016) 5 Cal.App.5th 665, 676.

19 13) Additionally, courts have considered a Defendant's limited financial means in
20 finding that a settlement agreement is fair and reasonable. *Sandoval Ortega v. Aho Enterprises,*
21 *Inc.*, No. 19-CV-00404-DMR, 2021 WL 5584761, at *7 (N.D. Cal. Nov. 30, 2021) ("Plaintiffs
22 further explain that prevailing on their overtime and meal and rest break claims would provide the
23 basis for recovery of PAGA penalties, but that any such penalties would potentially be reduced as
24 'unjust, arbitrary and oppressive, or confiscatory' given Defendants' financial condition.")

25 14) Against this backdrop, the Parties have agreed to a PAGA payment of \$5,000, with
26 75% (or \$3,750) being paid to the State and 25% (or \$1,250) being paid to the aggrieved
27 employees. **Exhibit A, p. 2, ¶ 2(a)(3)**. Per the Parties' agreement, Defendant will pay \$ 1,250 in
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1 equal increments to all aggrieved employees/couriers/delivery drivers who worked for Defendant
2 from February 10, 2020 to the present. **Id.**

3 15) The Parties submit that being assessed a \$5,000 civil penalty for the claims alleged
4 in the Complaint does not undercut the statutory purposes of the PAGA, or result in an unjust,
5 arbitrary and oppressive, or confiscatory settlement. Defendant has shared financial data with
6 Plaintiff, and based upon that information, it is readily apparent that Defendant is unable to pay a
7 substantial amount in penalties due to Defendant's financial condition. As a practical matter,
8 based upon the Parties' review of financial records of Defendant, the parties do not believe that
9 Defendant has the financial means to pay greater penalties.

10 16) This Stipulation is being submitted to the LWDA on January 20, 2022 in
11 compliance with *Labor Code* § 2699(1)(2), with the Parties' submission reflected in the proof of
12 service.

13
14 **REASONABLE ATTORNEY'S FEES AND COSTS**

15 17) *Labor Code* § 2699(g)(1) allows for an award of reasonable attorney's fees and
16 costs to a prevailing plaintiff in an action under the PAGA. The Parties' settlement agreement
17 provides that each party will bear their own costs and fees. **Exhibit A, p. 7, ¶ 9.**

18
19 **Dated: January 20, 2022**

HENNIG KRAMER RUIZ & SINGH, LLP

20 By: Adrian Hernandez
21 Rob Hennig
22 Brandon Ruiz
23 Adrian Hernandez
Attorneys for Plaintiff

24 **Dated: January 20, 2022**

LINER LAW GROUP

25
26 By: Scott K. Liner
27 Scott K. Liner
28 Attorney for Defendants

HENNIG
KRAMER
RUIZ &
SINGH,
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[PROPOSED] ORDER

Having considered the JOINT STIPULATION AND [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT,

IT IS HEREBY ORDERED,

Having received no objection from the LWDA regarding the proposed settlement of the
PAGA claims, pursuant to *Labor Code* § 2699(l)(2), the Court hereby approves the Parties’
settlement of the PAGA claims as set forth in the Parties’ settlement agreement attached as
Exhibit A to the Parties Joint Stipulation submitted with the Proposed Order. Defendants shall
pay \$5,000 in civil penalties under the PAGA, with 75% (or \$3,750) being paid to the State and
25% (or \$1,250) being paid to the aggrieved employees. Notice of this Order shall be submitted
to the LWDA pursuant to Labor Code section 2699(l)(3)).

Dated:

Hon. John P. Doyle
Judge, Superior Court of California

HENNIG
KRAMER
RUIZ &
SINGH,
LLP

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT

AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between Lorenzo Medina ("Plaintiff") and CA United Partners Corp./MedXpress ("Defendant"). The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants or all, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

a. Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant at various points throughout the period from approximately June 2010 through December 2020, most recently from in or around 2017 through December of 2020;

b. On or about February 10, 2021, on behalf of Plaintiff and all other alleged aggrieved employees, Plaintiff's counsel submitted a letter to the California Labor & Workforce Development Agency pursuant to California Labor Code section 2698-2699.5.

c. On or about February 23, 2021, Plaintiff filed a Complaint concerning claims related to his work and employment with Defendant, alleging causes of action for (1); Failure to Pay Overtime Compensation; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Necessary Expenses; (6) Failure to Provide Accurate Itemized Wage Statement; (7) Failure to Pay all Wages Owed Semi-Monthly; (8) Failure to Pay All Wages Owed Upon Termination; (9) Retaliation [Lab. Code section 98.6] (10) Retaliation [Lab. Code section 1102.5]; (11) Unfair Competition; (12) FEHA-Discrimination; (13) FEHA-Failure to Accommodate; (14) FEHA-Failure to engage in a Good-Faith Interactive Process; (15) FEHA-Failure to Take All Steps Necessary To Stop Discrimination, Harassment, and Retaliation; and (16) FEHA-Retaliation;

d. On or about April 19, 2021, Plaintiff filed an Amended Complaint concerning Plaintiff's employment with Defendant, alleging causes of action for (1); Failure to Pay Overtime Compensation; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Necessary Expenses; (6) Failure to Provide Accurate Itemized Wage Statement; (7) Failure to Pay all Wages Owed Semi-Monthly; (8) Failure to Pay All Wages Owed Upon Termination; (9) Retaliation [Lab. Code section 98.6] (10) Retaliation [Lab. Code section 1102.5]; (11) Unfair Competition; (12) FEHA-Discrimination; (13) FEHA-Failure to Accommodate; (14) FEHA-Failure to engage in a Good-Faith Interactive Process; (15) FEHA-Failure to Take All Steps Necessary To Stop Discrimination, Harassment, and Retaliation; and (16) FEHA-Retaliation; and (17) PAGA [Lab. Code section 2698, et. seq.], herein referred to as "Lawsuit."

e. There has been no determination on the merits of the Lawsuit but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any

and all Claims, known and unknown, asserted and unasserted, which Plaintiff and Defendant have or may have against the other as of the date of execution of this Settlement Agreement.

2. Consideration/Indemnification For Tax Consequences.

a. In consideration for entering into this Settlement Agreement, and subject to plaintiff not exercising his right of revocation pursuant to Paragraph 7 below, Defendant will pay the total gross sum of Eighty Five Thousand Dollars (\$85,000.00) which will be paid by Defendant as follows pursuant to Paragraph 17 below and subject to Plaintiff's counsel providing Defendant's counsel a W-9 to facilitate the following payments:

- 1) One check, with no withholdings taken out in the amount of Seventy Thousand Dollars and zero cents (\$70,000.00), which will be made payable to Hennig Kramer Ruiz & Singh, LLP Client-Trust Account, to be reported by Defendant on an IRS Form 1099 as appropriate;
- 2) One check in the amount of Ten Thousand Dollars and zero cents (\$10,000.00) with all applicable state and federal withholdings taken out made payable to Lorenzo Medina be reported by Defendant on an IRS Form w-2 as appropriate.
- 3) Five Thousand Dollars and Zero Cents (\$5,000.00) to be paid as set forth in paragraph 16 below pursuant to California Labor code section 2699, with no state or federal withholdings taken out. 75% of this \$5,000.00 payment (\$3,750.00) will be made by Defendant to the LWDA and the remaining 25% (\$1,250.00) will be paid by Defendant in equal increments to all employees/couriers/delivery drivers as identified in Plaintiff's lawsuit and February 10, 2021 notice letter to the California Labor & Workforce Development Agency, who worked for Defendant during the relevant period of February 10, 2020 to the present, with no withholdings taken out.

b. Plaintiff understands and agrees that should the IRS, or any other taxing authority or other federal, state or local agency assert, argue or determine that any money received by Plaintiff pursuant to this Settlement Agreement is taxable wages, income or benefits of any kind, Plaintiff solely and individually will be responsible for the payment of any and all taxes, contributions from Defendant or withholdings including, but not limited to, any related interest, costs, penalties or other charges regardless of whether Defendant should have withheld or paid such taxes or made such contributions (including Social Security or Medicare). Plaintiff will indemnify, reimburse and hold Defendant harmless for any and all taxes, contributions, withholdings, fees or interest owed or claimed to be owed or any penalties, fines or assessments that may be imposed on these amounts and assume any and all liability for all such taxes, contributions, fees, interest, penalties or fines assessed against Defendant for taxes owed and not

paid by Plaintiff. Plaintiff also will indemnify Defendant for any and all costs it incurs as a result of any claim made by any federal, state or local agency to collect monies for taxes, penalties, costs, interest, fees or contributions that allegedly are owing as a result of the amounts received by Plaintiff under this Settlement Agreement. Plaintiff warrants that Plaintiff is not a Medicare beneficiary as of the date of Plaintiff's execution of this Agreement and therefore no conditional payments have been made by Medicare. Plaintiff will indemnify, defend and hold Defendant harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. The settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolve this matter in compliance with both state and federal law. The Parties made every effort to protect Medicare's interest adequately and incorporate such into the settlement terms.

3. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 2(a) above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

4. **Release of Claims.**

a. Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendant, including any successors and assigns, and its current and former employees, attorneys, officers, directors, managers (including Harry, and Hakop Fstchyan), supervisors, agents, customers or other companies or individuals with whom Defendant provided/provides courier services, their respective agents thereof, both individually and in their business capacities, and employee benefit plans and programs and administrators and fiduciaries, as well as any other person or entity that could be held responsible for any wages and/or including the California Labor Code section 2698-2699.5 ("Releasees") to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have arising from or out of, resulting from, or in any way related to his employment by Defendant at any time before the date of this Settlement Agreement, including those claims, demands, and causes of action contained in Plaintiff's Complaint as of the date of execution of this Settlement Agreement, and among other things, Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000e et. seq., 42 U.S.C. section 1981, the California Fair Employment and Housing Act, the California Labor Code sections 503 and 504 of the Rehabilitation Act of 1973. This Agreement includes a full and complete release of any claims by Plaintiff, however styled, arising out of the employment relationship or termination of the employment relationship with Defendant and any named Defendant including but not limited to any claims related to harassment, discrimination, retaliation (including whistle blowing) and any tort and contract claims and any claim pursuant to the Labor Code, including but not limited to any claims related to unpaid wages, meal and rest break violations and all attendant penalties, interest, costs and fees. Defendant denies all liability and this settlement agreement shall not be construed as an admission of liability which is unequivocally denied. This settlement includes the release of a bona fide dispute concerning claimed wages owed.

b. Defendant, including any successors and assigns, and its current and former attorneys, officers, directors, managers (including Harry, and Hakop Fstchyan) individually and on behalf of Defendant's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Plaintiff ("Releasees") to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Defendant has or may have arising from or out of, resulting from, or in any way related to Plaintiff's employment by Defendant at any time before the date of this Settlement Agreement. This Agreement includes a full and complete release of any claims by Defendant, however styled, arising out of the employment relationship or termination of the employment relationship with Defendant and any named Defendant including any tort and contract claims all attendant penalties, interest, costs and fees. Plaintiff is unaware of any claims or potential claims by Defendant against Plaintiff, but wishes this matter to be fully and finally resolved in all respects.

c. Notwithstanding the foregoing, the Parties agree that this general release does not apply to any claims Plaintiff may have had for worker's compensation benefits, unemployment insurance or indemnification as provided by state law as well as any other claims that cannot lawfully be released.

d. If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendant or any of the other Released Parties identified in this Settlement Agreement is a party.

5. **Release of Unknown Individual Claims.** To effect a full and complete general release of the claims as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspects to exist at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants he has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of his choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff

and understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that he later may discover facts different from or in addition to those he now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so he agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

6. Acknowledgements and Affirmations.

a. Plaintiff further affirms that Plaintiff has not filed, cause to be filed, or is presently a party to or signed any claim, charge, complaint, or cause of action against any of the Releasees in any forum or form, except for the PAGA claims and this Lawsuit, as set forth in Paragraph 1 above, and the FEHA charge related thereto

b. Plaintiff further affirms that other than the claims set forth in the lawsuits, Plaintiff has been paid or has received all compensation, wages, bonuses, commissions and benefits to which Plaintiff may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions or benefits are due to Plaintiff.

c. Plaintiff also affirms that Plaintiff has no known workplace injuries or occupational diseases and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act or under the California Family Rights Act or disability accommodation laws.

d. The Parties acknowledge that this Settlement Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency. To the extent permitted by law, Plaintiff agrees that if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

7. Age Discrimination Employment Act of 1967:

a. Federal Age Discrimination is Specifically Intended to be Included as a Released Action: Medina specifically intends that Released Actions shall include the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, except for any allegation that a breach of this Act occurred following the Effective Date of This Agreement.

b. Additional Consideration: Medina agrees that the promises in this Agreement by Respondents represent obligations by Defendant to Medina that are in addition to anything of value to which Medina was otherwise entitled from Defendant.

c. **Advice to Consult an Attorney:** Medina acknowledges that Medina is advised to consult with an attorney prior to signing this Agreement.

d. **Twenty-One Days to Consider This Agreement:** Medina agrees that, before signing this Agreement, Medina was entitled to 21 full calendar days to consider this Agreement, and Medina expressly waives Medina's entitlement to this 21 days consideration period.

e. **Federal Age Release Revocation:** For a period up to seven days following medina's execution of this Agreement, Medina may revoke this Agreement. Medina's revocation within seven days, if any, will be effective only by delivery of written notice of such revocation to Scott K. Liner, attorney for Defendant, via email skliner@linerlawgroup.com and U.S. Mail: Liner Law Group LLP, 2393 Townsgate Road, Suite 201 Westlake village, California 91361.

8. **Confidentiality.**

a. The Parties agree that Plaintiff and his counsel will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement or of the negotiations leading up to it, or of the basis for any claims or allegations which were or could have been made against Defendant which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of the Parties unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 7 create no liability for disclosures made: (i) prior to the Parties' execution of this Settlement Agreement; (ii) by persons from public information released prior to the Parties' execution of this Settlement Agreement; (iii) pursuant to Paragraph 15(b) below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. The Parties and their respective counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

b. The foregoing notwithstanding, the Parties and their respective counsel acknowledge the confidentiality provisions of this Section 7 constitute a material inducement to the Parties to enter into this Settlement Agreement and represent that they have not directly or indirectly disclosed any Confidential Information to any third party prior to their execution of this Settlement Agreement.

c. The Parties are permitted to disclose Confidential Information to their attorneys, accountants and health care providers. However, each such person to whom the Parties disclose Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by the Parties of Paragraph 7(a) above. The Parties are also permitted to disclose the amount of consideration set forth in Section 2(a) above, as required by law, to governmental taxing authorities. In response to inquiries from third parties concerning the status of this dispute

or which would require the disclosure of Confidential Information, the Parties only will state that the dispute has been amicably resolved and that they cannot talk about it.

d. It is agreed that in the event of a breach of the provisions of this Section 7 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendant. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff shall pay to Defendant, as liquidated damages, and not as penalty, the sum of Five Thousand Dollars and Zero Cents (\$5,000.00), per breach which represents reasonable compensation to Defendant for the loss incurred because of such a breach.

9. **Attorneys' fees and costs:** Each party will bear their own costs and fees.

10. **Nondisparagement.** Plaintiff agrees not to disparage Defendant or its employees, agents, owners, and managers, which includes an agreement not to defame, disparage or make derogatory statements directly or indirectly, in any form, about or concerning said entities or their employees, managers, or agents. However, if subpoenaed, Plaintiff may testify truthfully without breaching this provision.

11. **Neutral Reference.** Plaintiff agrees to direct all inquiries from potential employers regarding employment references to Harry or Hakop Fstchyan, who will respond to all such inquiries only by providing verification of Plaintiff's employment, dates of employment, and title(s) of position(s) held.

11. **No Transfer/Assignment of Claims.** The Parties warrant and represent that they have not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Each of the parties hereto shall indemnify and hold harmless the other from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action, based on, or in connection with, or arising out of, any such assignment or transfer, or purported or claimed assignment or transfer.

12. **Dismissal of Claims.**

a. Plaintiff shall file a Request for Dismissal of Case No. 21STCV07243, with prejudice within 10 days after the checks in Paragraph 2 have been delivered to Plaintiff's counsel.

13. **Liens and Attorneys' Fees/Indemnification.**

a. Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party is solely responsible for any fees and costs he or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Despite the fact that the sums set in Section 2(a) above are being delivered to Plaintiff's counsel, Plaintiff acknowledges that Defendants are not responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of this Lawsuit.

b. Plaintiff acknowledges and agrees that Plaintiff will indemnify Defendant for any and all costs Defendant incurs as a result of any claims made by any of Plaintiff's attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable by Defendant to Plaintiff or Plaintiff's counsel under this Settlement Agreement.

14. Governing Law and Interpretation.

a. This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

b. This agreement is intended to be binding and enforceable pursuant to California Code of Civil Procedure Section 664.6 in the Superior Court of Los Angeles County. By virtue of the foregoing language and pursuant to Evidence Code section 1123(b), this Settlement Agreement is not made inadmissible, nor is it protected from disclosure in any such action or proceeding. Further, in an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement the Parties agree to take the necessary steps to seek to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal.

15. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

16. **Court Approval and Dismissal of Action:** The Parties agree that the Court must approve the settlement and dismissal of Plaintiffs' alleged PAGA claims and that all filing and submission requirements under California Labor Code section 2699 will be met. The amount of the settlement of the PAGA claim is agreed to be Five Thousand Dollars and zero cents (\$5,000.00). The Parties will file a joint motion or stipulation for confirmation of PAGA apportionment to be prepared by Plaintiff ("Settlement Pleadings"). It is understood that in filing the motion or stipulation, that a declaration may be required by both parties and/or their counsel to support the motion. These Settlement Pleadings will be filed with the court and submitted to the LWDA within thirty (30) court days after the full and complete execution of this Agreement. While the Settlement Pleadings are being drafted, Plaintiffs shall file a Notice of Settlement of Entire Case (Judicial Council form CM-200) checking box 1.b [conditional] and inserting a date of 4 months out; with the Court. Plaintiff will otherwise provide all notification requirements to the LWDA including submitting the Proposed Settlement and Settlement Pleading. Payment of all settlement funds set forth in Paragraph 2.a(1)(c). above will be made by Defendant by the later of the following: (a) by February 5, 2022, or; (b) within fifteen (15) days after the Court issues an order approving and confirming the PAGA apportionment and dismisses the PAGA claim. The Parties agree that if the Court does not approve the dismissal of the PAGA claim, upon notice of that disapproval, the Parties shall work together to attempt to resolve the issues

identified by the Court, if any, in order to obtain the Court's approval; should such Court approval not occur upon a refiled stipulation or Motion to confirm PAGA settlement assuming the Court's initial disapproval is with leave to attempt to remedy the disapproval, the Parties shall have 5 court days from Court disapproval or the passage of 30 days, whichever is later to re-file the stipulation or Motion for Approval of PAGA Settlement.

17. **Miscellaneous.**

a. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signature sent or transmitted via facsimile or electronic mail (including but not limited to him portable document format (PDF)) will have the same force and effect as originals.

b. The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

c. Representation by Counsel: Each Party warrants that he, she, and it has been represented and advised by counsel with respect to this Agreement and all matters covered by it. Each Party further warrants that he, she and it has read this Agreement and fully understands its content and binding legal effect, and that he, she and it is signing this Agreement voluntarily. Each Party acknowledges that he, she, and it has participated in the drafting and preparation of this Agreement, and hence no rule of construction may be used to construe this Agreement against any Party by virtue of that Party's role in drafting this Agreement.

d. If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

18. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subjects referred to herein and no representations have been made by either side to the other except those expressly referred to herein. Any and all prior agreements, understandings or representations by and between the Parties with respect to the subjects referred to in this Agreement are hereby terminated and canceled in their entirety and are of no further force or effect. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous written or oral communications, understandings and agreements with respect to the subject matter hereof.

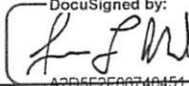
19. **Court Approval:** If for any reason court approval of this Agreement is required by law, or court approval of this Agreement is subsequently requested by Releasees, then Plaintiff agrees to promptly undertake all actions needed to obtain said court approval of this Agreement. Plaintiff will pay all costs, expenses, and attorneys' fees incurred by him and/or Releasees to obtain such court approval.

20. **Warranties and representations:** Each of the parties hereto warrants and represents to the other that they are the sole and lawful owner of all right, title and interest in and to the respective released matters, and that they have not heretofore assigned or transferred, or

purported to assign or transfer, to any person or entity whomsoever, any released matter or any part or portion thereof. Each of the parties hereto shall indemnify and hold harmless the other from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action, based on, or in connection with, or arising out of, any such assignment or transfer, or purported or claimed assignment or transfer of any released matter or any part or portion thereof. Each party represents and warrants that he, she and/or it has relied wholly upon their own judgment, belief and knowledge of the existence, nature, extent or duration of any claim, demand, debt, damage, liability, account, reckoning, obligation, cost, expense, cause of action, chose in action, right of indemnity, agreement or promise that he, she and/or it may have against the other, and that neither side has been influenced to any extent whatsoever in making this Agreement by any representations, promise, inducement or statements regarding any such claim, demand, debt, damage, liability, account, reckoning, obligation, cost, expense, cause of action, chose in action, right of indemnity, agreement or promise.

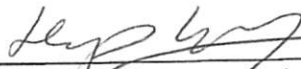
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Executed on December 27, 2021

DocuSigned by:

 A2D5F2F00740451...
 Lorenzo Medina

Executed on December 28, 2021

By:


 Hakop Fstchyan on behalf of CA United
 Partners Corp./MedXpress

Approved as to form only, except for Paragraph 8:

Hennig Kramer Ruiz & Singh, LLP

Executed on December 28, 2021

By:


 Brandon Ruiz
 Attorneys for Plaintiff
 Lorenzo Medina

Approve as to form only:

Executed on December 28, 2021

By:

Liner Law Group LLP

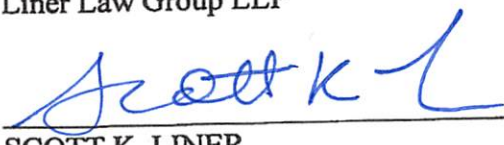

 SCOTT K. LINER
 Attorneys for Defendant, CA United
 Partners Corp.

EXHIBIT B

V. Letter to the Journal re: SB 1809

[ON LETTERHEAD OF SEN. JOE DUNN]

July 29, 2004

Senator John Burton
President pro Tempore
California State Senate
State Capitol
Sacramento, CA

Dear President Burton:

I respectfully request permission to submit this letter to the Journal to clarify the intent of subdivision (l) contained in Senate Bill 1809. This is in response to an issue raised by the Judicial Council of California.

The purpose of the court review of penalties in subdivision (l) is to ensure that settlements involving penalties arising under Labor Code Section 2699 do not undercut the dual statutory purposes of punishment and deterrence, or result in unjust, arbitrary and oppressive, or confiscatory settlements.

Very truly yours,

JOSEPH L. DUNN
Senator, 34th District