CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Gregory Bendau ("Plaintiff") and defendant Cerebral Medical Group, PC and Cerebral Medical Group, PA ("Cerebral" or "Defendants"). The Agreement refers to Plaintiff and Cerebral collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1c "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Cerebral captioned *Bendau v. Sequoia One, PEO, LLC, Cerebral Medical Group, PC, et al.*, Case No. 3:21-cv-09580-TLT initiated on December 10, 2021 and pending in United States District Court, Northern District of California.

1.2 "Administrator" means Phoenix Class Action Services ("PAS"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Class Counsel" means Katherine J. Odenbreit and Kevin Mahoney of Mahoney Law Group, APC and Ira Spiro, Attorney at Law.

1.5 "Class Counsel Fees Payment" and "Class Counsel Costs" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.6 "Class Data" means Class Member identifying information in Cerebral's possession including: (a) the Class Member's name, last-known mailing address, Social Security number and email address not exclusively in any Defendant's electronic communication system; (b) the number of workweeks the individual qualified as a member of the Provider Class during the Class Period; (c) the number of workweeks the individual qualified as a member of the Provider Class during the PAGA Period; (and an indication of whether the individual qualifies as a member of the Vacation Class during the Class Period and/or PAGA Period.

1.7 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.8 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9 "Class Notice" means the Court approved notice of Class Action Settlement and Hearing Date for Final Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.10 "Class Period" means the period from December 10, 2017 to September 28, 2022.

1.11 "Class Representative" means Gregory Bendau, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.12 "Class Representative Incentive Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.13 "Court" means the United States District Court, Northern District of California.

1.14 "Defense Counsel" means Marlene Muraco of Littler Mendelson, P.C.

1.15 "Effective Date" means the date on which the Court's order finally approving the Settlement becomes binding, *i.e.,* the date on which the time for any further appeal of that Order has expired without the filing of such an appeal.

1.16 "Eligible Aggrieved Employee" means any Provider Class Member or Vacation Class Member who was employed by Cerebral in California during the period October 5, 2020 through and including September 28, 2022.

1.17 "Final Approval" means the Court's order granting final approval of the Settlement.

1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.19 "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.20 "Individual Provider Class Payment" means a pro rata share of the Net Settlement Amount after deduction of the Vacation Class Payment allocated based on the number of workweeks each Participating Provider Class Member qualifies as a member of the Provider Class during the Class Period with workweeks to be calculated based upon dates of employment as shown in the records of Cerebral that show the member's start and end dates of employment and of any re-employment.

1.21 "Individual PAGA Payment" means the Eligible Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks the Eligible Aggrieved Employee qualifies for the Provider Class during the PAGA Period plus one additional Workweek if the Eligible Aggrieved Employee qualifies as a member of the Vacation Class during the PAGA Period. As an example, and for avoidance of doubt, if an Eligible Aggrieved Employee was a member of the Provider Class for fifteen weeks and was a member of the Vacation Class for one or more weeks during the PAGA Period, the individual would be credited with sixteen Workweeks to determine his or her Individual PAGA Payment.

1.22 "Individual Vacation Class Member Payment" means an allocation of the $25,000.00 designated to pay the Vacation Class Members with each Participating Vacation Class Member receiving an equal amount. At or about the time of the Parties' mediation, Cerebral estimated that there were approximately 22 Vacation Class Members.

1.23 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.24 "LWDA" means the California Labor and Workforce Development Agency, the agency.

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

1.26 "Maximum Settlement Amount" means three hundred fifty thousand dollars ($350,000.00) which is the total amount Cerebral agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Maximum Settlement Amount will be used to pay Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.27 "Net Settlement Amount" will be calculated by deducting the following items from the Maximum Settlement Amount in the amounts approved by the Court: i) attorneys' fees and expenses of Class Counsel; 2) all costs of settlement administration; 3) the Class Representative Incentive Payment; and 4) the PAGA Payment.

1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "PAGA Period" means the period from October 5, 2020 to September 28, 2022.

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

1.31 "PAGA Notice" means Plaintiff's October 5, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.32 "PAGA Payment" means the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, allocated 25% to the Aggrieved Employees ($1,250.00) and the 75% to LWDA ($3,750.00) in settlement of PAGA claims.

1.33 "Participating Class Member" means a Provider Class Member or Vacation Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34 “Plaintiff” means Gregory Bendau, the named plaintiff in the Action.

1.35 “Plaintiff's Release” means the claims being released as described in Paragraph 5.2 below.

1.36 “Preliminary Approval” means the Court's Order Granting Preliminary Approval of the Settlement.

1.37 "Proposed Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38 “Provider Class Member” means all persons who were employed by Cerebral in California as a non-exempt employee with the job title of Associate Therapist, Care Counselor, Licensed Therapist (NE), Prescriber, Therapist Associate (NE) or Therapist Nonexempt from any time between December 10, 2017 and September 28, 2022, including those two dates.

1.39 “Provider Class Individual Payment” means the Participating Class Member's pro rata share of the Adjusted Net Settlement Amount calculated according to the number of Workweeks the Participating Class Member qualified as a member of the Provider Class during the Class Period.

1.40 “Participating Class Member Release” means the claims being released as described in Paragraph 5.3 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42 “Released Parties” means: (i) Defendants; (ii) each Defendant's past, present and future parents, subsidiaries and affiliate (as defined in California Corporations Code Section 150) and, without limitation any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, or is controlled by, is under common ownership with or provides management services to either Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and; (iv) any individual or entity which could be jointly liable with any of the foregoing for the claims released herein.

1.43 “Request for Exclusion” means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 30 calendar days beyond the Response Deadline.

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

1.46 "Vacation Class Member" means all former employees of Cerebral who were either (a) employed by Cerebral in California as a salaried exempt employee on or after January 1, 2021; or (b) employed by Cerebral in California as a non-exempt employee on or after August 15, 2021 and was classified as benefits eligible by Cerebral for any period of employment between August 15, 2021 and September 28, 2022.

1.47 "Workweek" means any week during which a Class Member was employed by Cerebral for at least one day, during the Class Period and/or the PAGA Period.

2. RECITALS

2.1 On December 10, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Sequoia One PEO, LLC[1], Cerebral Medical Group. A Professional Corporation, Cerebral Medical Group, PA fka South Lemon Provider Group, PA (collectively "Cerebral" or "Defendants") for (1) Failure to Pay All Wages Due (Cal. Labor Code §§510, 1182.12, 1194, 1197),_(2) Failure to Pay Accrued and Unused Vacation Time to Separated Employees (Cal. Labor Code §227.3), (3) Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements (Cal. Labor Code §§226, 1174), (4) Failure to Pay All Wages Due At Separation of Employment (Cal. Labor Code §§201-203), (5) Failure to Indemnify for Business Expenditures (Cal. Labor Code §2802), (6) Violations of the California Private Attorneys General Act ("PAGA") (Cal. Labor Code §§2698-2699) for alleged violations of California Labor Code sections 201-203, 226, 227.3, 510, 1174, 1194, 1197 and 2802. ("Complaint") The Complaint is the operative complaint in the Action. Cerebral denies the allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On September 13, 2022, the Parties participated in an all-day mediation presided over by United Stated District Court Magistrate Judge Jay C. Gandhi (Ret.) which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery Plaintiff's time records, calendar entries and wage statements, time and pay records for approximately 50% of the Provider Class, Cerebral's written employee policies, data relating to a determination of who would be included in the Vacation Class, total workweeks for the Provider Class and workweeks for the PAGA Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval as set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

[1] Defendant Sequoia One PEO, LLC was voluntarily dismissed by Plaintiff on February 15, 2022 and is therefore no longer a Defendant in this Action.

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that with the sole exception of the following litigation they are not aware of any other pending arbitration or action in which there is asserted any claim that will be extinguished or affected by the Settlement: *Marga Methu v. Cerebral Medical Group, PC*, Los Angeles County Superior Court Case No. 23PSCV00082, a recently-filed PAGA action in which the plaintiff is seeking to represent all of the defendant's California, non-exempt employees with regard to the alleged violation of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 432, 510, 512, 558, 1182.2, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 and California Code of Regulations, Title 8, sections 11050(4)(C) and 11050(5)(A).

3. MONETARY TERMS

3.1 Maximum Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Cerebral promises to pay three hundred fifty thousand dollars ($350,000.00) and no more as the Maximum Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Cerebral has no obligation to pay the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment, or any other reason. None of the Maximum Settlement Amount will revert to Cerebral.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than five thousand dollars ($5,000.00) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Cerebral will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 35 calendar days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Maximum Settlement Amount, , which is one hundred sixteen thousand six hundred sixty-seven dollars ($116,667.00) and a Class Counsel Litigation Expenses Payment of not more than fifteen thousand dollars ($15,000.00). Cerebral will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 35 calendar days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. After the Maximum Settlement Amount is funded by Cerebral, Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed eight thousand dollars ($8,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 Allocation of Settlement Amounts:

3.2.4.1 The Net Settlement Amount shall be divided on a pro-rata basis among Participating Class Members as follows: Twenty-five thousand dollars ($25,000.00) shall be divided among the Vacation Class, with each member getting an equal amount. The balance of the Net Settlement Amount shall be divided among the Participating members of the Provider Class based on the number of workweeks the Participating Provider Class Member qualifies as a member of the Provider Class. Workweeks will be determined as shown in the records of Cerebral that show the member's start and end dates of employment and of any re-employment

3.2.4.2 Each Eligible Aggrieved Employee shall receive a pro-rata portion of the 25% of the PAGA Settlement Amount that is designated for distribution to the allegedly aggrieved employees on a pro rata basis among Eligible Aggrieved Employees based on the number of weeks the Eligible Aggrieved Employee qualifies as a member of the Provider Class during the PAGA Period plus one additional workweek if the Eligible Aggrieved Employee qualifies as a member of the Vacation Class during the PAGA Period. As an example, and for avoidance of doubt, if an Eligible Aggrieved Employee was a member of the Provider Class during the PAGA Period for fifteen weeks and was a member of the Vacation Class for one or more weeks during the PAGA Period, the individual would be credited with sixteen workweeks.

3.2.4.3 The payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be used to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plan.

3.2..4.4 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members as provided in this Agreement.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of five thousand dollars ($5,000.00) shall be paid from the Maximum Settlement Amount, with 75%, three thousand seven hundred fifty dollars ($3,750.00) allocated to the LWDA PAGA Payment and 25%, one thousand two hundred fifty dollars ($1,250.00) allocated to the Individual PAGA Payments.

3..2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (One Thousand Two Hundred Fifty Dollars ($1,250.00)) by the total number of workweeks of all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of each Aggrieved Employee's workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4..1 Class Workweeks. Based on a review of its records to date, Cerebral estimates the number of workweeks worked by the Provider Class during the Class Period as of August 18, 2022 is 9,752 workweeks. If the actual number of workweeks estimated by Defendants for the Provider Class is determined to be more than 10% greater than 9,752, Defendants shall have the option of: a) selecting a new end date for the release that limits the total workweeks being released by the Provider Class to no more than 10,727 workweeks (9752 x 110%); or 2) increasing the Net Settlement Amount proportionally for any Provider Class workweeks in excess of 10,727.

4..2 Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Cerebral will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Cerebral has a continuing duty to notify Class Counsel if, prior to the Court's issuance of a final approval order, it discovers that the Class Data omitted or misstated any class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Should such an issue be discovered, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues relating to missing or omitted or incorrect Class Data.

4.3 To protect Class Members' privacy rights, the Administrator must maintain the identifying information in the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to identifying information in the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The identifying information in the Class Data shall not be disclosed to anyone other than Employer's counsel and the Administrator shall not provide Plaintiff's counsel with any portion of the names, addresses, email addresses, telephone numbers and employee identification numbers and Social Security Numbers in the Class Data, absent express written approval from Employer's counsel .Some information in the Class Data is not identifying information, namely information showing the number of Class Period and PAGA Period Workweeks, and information indicating whether the individual qualifies as a member of the Vacation Class during the Class Period or the PAGA Period, and the number of workweeks the individual qualified as a member of the Provider Class during the PAGA Period. This paragraph shall not be interpreted in any way that impedes the ability of the Settlement Administrator to provide information necessary for Class Counsel to carry out duties of responding to Class Member inquiries, disputes or other communications.

4.4 <u>Funding of Maximum Settlement Amount</u>. Cerebral shall fully fund the Maximum Settlement Amount, and also fund the amounts necessary to fully pay Cerebral's share of payroll taxes by transmitting the funds to the Administrator no later than ten (10) business days after when the Court enters an Order finally approving the Parties' Settlement Agreement. Upon receipt, the claims administrator will place the settlement funds in a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") but shall not distribute them until ten business days following the Effective Date of the Settlement Agreement. "Effective Date" means the date Final Approval (as that term is defined above) becomes binding – *i.e.*, the date on which the time for any appeal of that Order has expired if no such appeal has been filed with a court. If the Parties' settlement does not become binding as described herein, the settlement funds shall be returned to Defendant along with any accrued interest, minus the sum necessary to compensate the claims administrator for work performed through that date.

4.5 <u>Payments from the Maximum Settlement Amount</u>. Within ten (10) business days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.6 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date, 180 days after the date of the check, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.7 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. To the extent any mailed Notice is returned as undeliverable, such person shall be permitted at least thirty (30) days from any re-mailing of the Notice to submit any objection or request for exclusion. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by or on behalf of the Class Member prior to the void date.

4..8 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days from the date of check), the Administrator shall transmit the funds represented by such checks to a mutually acceptable *cy pres* recipient that has been approved by the Court in accordance with the Final Approval process. Any failure of a Participating Class Member or Eligible Aggrieved Employee to deposit a check shall not affect the enforceability of the Class Member Release contained herein as the parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks..

5. RELEASES OF CLAIMS

5.1 Released Parties: "Released Parties" collectively means: (i) Defendants; (ii) each Defendant's past, present and future parents, subsidiaries and affiliate (as defined in California Corporations Code Section 150) and, without limitation, any corporation limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, is under common ownership with or provides management services to either Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing for the claims released herein.

5.2 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter "claim(s)") which Plaintiff at any time had or claimed to have or which Plaintiff may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment with Defendant or his separation therefrom. Plaintiff expressly waives any rights or protection he may have under California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if know by him or her, would have materially affected his or her settlement with the debtor or released party." As a sole exception to the foregoing, Plaintiff's Release does not apply to: (i) claims or actions to enforce this Agreement or for breach of this Agreement; (ii) claims premised upon vested rights Plaintiff may have under Defendant's ERISA-covered employee benefit plans; and (iii) claims that controlling law clearly states may not be released by private settlement, such as claims for unemployment benefits, state-sponsored disability benefits, social security benefits, or workers' compensation benefits.

5.3 Release by Participating Class Members: Upon final approval of the Settlement by the Court, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, estate and benefit plan administrators, and attorneys, shall fully and forever release and discharge Released Parties from all claims based on the allegations of Defendants' conduct in paragraphs 20 through 28 of the Complaint in the Action (complaint filed December 10, 2021), and all claims for: (1) failure to pay wages for all hours worked; (2) failure to pay accrued and unused vacation time; (3) failure to keep accurate payroll records and provide accurate itemized wage statements; (4) failure to pay wages due during or at separation of employment; (5) failure to indemnify business expenses; (6) claims asserted through California Business & Professions Code sec. 17200 et. seq. based on the claims described in (1) through (5) above in this paragraph; (7) claims for statutory penalties based on the claims described in (1) through (6) above in this paragraph; (8) interest based on the claims described in (1) through (7) above in this paragraph; and (9) attorneys' fees and costs based on the claims described in (1) through (8) above in this paragraph. The claims released by this paragraph are limited to those that arose during the Class Period.

5.4 Release by PAGA Aggrieved Employees: Upon final approval of the Settlement by the Court, each Eligible Aggrieved Employee, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, estate and benefit plan administrators, and attorneys, shall fully and forever release and discharge all the Released Parties from all claims for civil penalties under PAGA (the Labor Code Private Attorney General Act, California Labor Code §§ 2698, et. seq.) based on the allegations of Defendants' conduct in paragraphs 20 through 28 of the Complaint in the Action (complaint filed December 10, 2021) or based on the claims that were specified in the letter Plaintiff sent to the LWDA on or about October 5, 2021 or in the Sixth Cause of Action in Plaintiff's Complaint in the Action, and all claims for civil penalties under PAGA for (1) failure to pay wages for all hours worked; (2) failure to pay accrued and unused vacation time; (3) failure to keep accurate payroll records and provide accurate itemized wage statements; (4) failure to pay wages due during or at separation of employment; (5) failure to indemnify business expenses. The release of the PAGA Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request to exclude him or herself from this Settlement. The claims released by this paragraph are limited to those that arose during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff has filed a motion for preliminary approval. The Parties agree that Plaintiff will prepare and file an amendment to the motion, or an amended motion for preliminary approval ("Motion for Preliminary Approval") that seeks approval of the terms of this Agreement and complies with the Court's current checklist for Preliminary Approvals and includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l).

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and file with the Court a Motion for Preliminary Approval of the Settlement and accompanying documentation. Defendants will cooperate with Plaintiff to provide any information reasonably necessary for the presentation of this Settlement to the Court.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or electronically, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or electronically, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration to serve as the Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Workweeks, and PAGA Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail and, where available, email, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of each Class Notice shall prominently estimate the dollar amounts of the Individual Class Payment and Individual PAGA Payment payable to the to the particular Class Member or Aggrieved Employee to whom it is sent, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses and Aggrieved Employee addresses using the National Change of Address database.

7.4.3 Not later than [3] business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member/Aggrieved Employee Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members/Aggrieved Employee whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended by 30 days from the date the Notice is remailed for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Cerebral or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or electronically, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email (.pdf), or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a writing from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number and the last four digits of his or her Social Security Number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 If the Administrator receives a Request for Exclusion that fails to include all the information specified in the Class Notice, the Administrator shall notify the Class Member of the deficiency in writing within three (3) business days of receipt and shall provide the Class

Member with five (5) business days to remedy the deficiency. If the deficiency is timely remedied, the Class Member shall be excluded. If not, the Class Member shall be a Participating Class Member.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement or cashes any settlement check he or she receives.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must request the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator shall presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. If there is a dispute about any Class Member's number of workweeks, the parties to the dispute and the Administrator shall attempt to resolve it, but if they cannot, it shall be decided by the Court. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at the Member's own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional time for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall:

7.8.2.1 Email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all requests for exclusion and (d) all objections received; and

7.8.2.2 Send to each Class Member who has submitted an invalid Request for Exclusion a notification that the Request is invalid; the notification shall be sent to all addresses the administrator has for the particular Class Member, for example email addresses and mailing addresses .

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks . If there is a dispute about any Class Member's number of workweeks, the parties to the dispute and the Administrator shall attempt to resolve it, but if they cannot, it shall be decided by the Court.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Maximum Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CEREBRAL'S RIGHT OF REVOCATION. Defendants, and only Defendants, shall have the right to revoke the Settlement Agreement by a written notice served on Class Counsel within 7 days after the objection/exclusion period closes and the Claims Administrator has informed Defendants how many Class Members have excluded themselves (opted out), if those who have excluded themselves from the Settlement are more than 10% of the total Participating Class Members.

9. MOTION FOR FINAL APPROVAL.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns, by revising the Agreement if the Parties can agree on revisions. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain

Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph if the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS

10.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Cerebral that any of the allegations in the Complaint have merit or that Cerebral has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Cerebral's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. By the time of expiration of all deadlines and time limits for obtaining, in this Court or in an appellate court, preliminary or final approval of settlement or a judgment, including any extensions of those deadlines and time limits, if for any reason the Court has NOT granted Preliminary Approval, Final Approval or entered Judgment, Cerebral reserves the right thereafter to contest certification of any class for any reasons, and Cerebral reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to assert all claims in the action and to contest Cerebral's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Until a Motion for Preliminary Approval of Settlement is filed: i) Plaintiff shall not discuss the terms of this Settlement or the negotiations leading to Settlement with any person other than his counsel; ;and ii) Class Counsel and Defendants' Counsel shall not discuss the Settlement or the negotiations leading to it with anyone except each other; but Class Counsel shall be entitled to discuss the terms of this Settlement with Plaintiff, any other person with whom it is necessary for Plaintiff's counsel to communicate in order to carry out their duties as Class Counsel and Defendants' counsel shall be entitled to discuss the terms of this Settlement with Defendants' employees, agents or representatives. Nothing in this paragraph prohibits Plaintiff, Class Counsel or Defendants' Counsel from responding to a lawful court order or subpoena; however, Plaintiff, Class Counsel and Defendants' Counsel shall promptly notify Class Counsel and Defendants' counsel of any judicial or agency order, inquiry, or subpoena seeking information about this Settlement that any of them receives before a Motion for Preliminary Approval is filed. Notwithstanding the above provisions, Class Counsel and Defendants" Counsel shall be entitled to respond to any request for information about the Action or matters that gave rise to it by stating "the matter was resolved" or words to that effect.

10.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. During the settlement approval process Class Counsel shall refrain from initiating, contacting or having any communications with Class members other than those necessary to respond to inquiries they receive from Class Members or to otherwise carry out their duties as Class Counsel. During the approval process of this Settlement Defendant's counsel shall refrain from initiating, contacting or having any communications with Class Members about this Settlement except as may be necessary to resolve a dispute relating to work weeks or pay periods referred by the Settlement or Class Counsel, as appropriate.

10.4 No Media. No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Class Counsel at any time.

10.5 Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of this action, superseding any and all oral and written agreements representations, warranties, covenants, or inducements made to or by any Party.

10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, considering modifying the Settlement Agreement if they can agree on the modification, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a the Court for resolution.

10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.8 No Tax Advice. Neither Plaintiff, Class Counsel, Cerebral nor Defense Counsel are providing any advice to any person or entity regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended), California law or otherwise.

10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Katherine J. Odenbreit
Mahoney Law Group, APC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
(562)590-5550
kodenbreit@mahoney-law.net

Ira Spiro, Attorney at Law
10573 W. Pico Blvd., Suite 865
Los Angeles, CA 90064
(310)235-2350
ira@spirolawcorp.com

To Cerebral: Marlene S. Muraco
Littler Mendelson, P.C.
50 W. San Fernando St., 7th Floor
San Jose, CA 95113
(408) 998-4150
mmuraco@littler.com

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement any deadline or time limit to bring this case to trial shall be extended for the entire period of this settlement process.

Dated: ________________________, 2023

____
GREGORY BENDAU, PLAINTIFF

CEREBRAL MEDICAL GROUP, PC and
CEREBRAL MEDICAL GROUP, PA

Dated: ________________________, 2023

____
DR. MICHAEL NATHAN BOGGS

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement any deadline or time limit to bring this case to trial shall be extended for the entire period of this settlement process.

Dated: 5/1/2023, 2023

Gregory Bendau

GREGORY BENDAU, PLAINTIFF

CEREBRAL MEDICAL GROUP, PC and
CEREBRAL MEDICAL GROUP, PA

Dated: ______________________, 2023

____

DR. MICHAEL NATHAN BOGGS