

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Agreement (“Agreement”) is made and entered into between RONAK GARG (acting in his individual capacity and in a representative capacity as a private attorney general on behalf of Aggrieved Employees (defined below) and the State of California) (“Plaintiff” or “Garg”) and PROVIDENCE MEDICAL ASSOCIATES, INC., a California corporation (“Defendant” or “Providence”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. “Administrator” means Phoenix Class Action Settlement Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
2. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross 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 approval of this Settlement.
3. “Aggrieved Employees” consist of all nonexempt former and current employees of Defendant from October 1, 2020, through the date on which the Court approves this Agreement. The number of Aggrieved Employees, including Plaintiff, is estimated to be Two Hundred Seventy-seven (277) and the number of pay periods from October 1, 2020, through February 28, 2023, is estimated to be Five Thousand Nine Hundred Sixty-four (5,964).
4. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
6. “Agreement” means the Settlement Agreement of the PAGA Action as memorialized in this Agreement.
7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
8. “Court” means the Superior Court of California for the County of Los Angeles.
9. “Defendant” means Providence Medical Associates, Inc., a California corporation.
10. “Defendant’s counsel” means Mark Edwards, Esq. of Heller & Edwards and Daniel Parker Jett, Esq. of Freeman Mathis & Gary, LLP.

11. “Effective Date” means the date of entry of the Approval Order by the Court.
12. “Gross Settlement Amount” is the non-reversionary sum of Two Hundred Thousand Dollars and Zero cents (\$200,000.00), which represents the total amount payable under this Agreement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to the Settlement Administrator, and payment of Plaintiff’s attorneys’ fees and costs.
13. “Judgment” means the final approval Order and judgment entered by the Superior Court of California, County of Los Angeles in this Action.
14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
15. “LWDA” means the California Labor and Workforce Development Agency.
16. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
17. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Agreement Amount: (a) Plaintiff’s attorneys’ fees up to 33.3% of the Maximum Agreement Amount, currently estimated at Sixty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents (\$66,666.67); (b) Plaintiff’s costs of suit, not to exceed Thirteen Thousand Dollars (\$13,000.00); and (c) the cost of the Settlement Administrator, estimated to be Five Thousand Dollars and Zero Cents (\$5,000.00).
18. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*
19. “PAGA Action” means the matter entitled *Ronak Garg v. Providence Medical Associates, Inc.*, Los Angeles Superior Court Case No. 22STCV03368, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated October 1, 2021.
20. “PAGA Complaint” means the Representative Action Complaint *Ronak Garg v. Providence Medical Associates, Inc.*, Los Angeles County (CA) Superior Court No. 22STCV03368, filed on January 27, 2022.
21. “PAGA Notice” means Plaintiff’s October 1, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$115,333.33), allocated 25% to the Aggrieved Employees (\$28,833.33) and the 75% to LWDA (\$86,500.00) in settlement of PAGA claim.

23. “PAGA Period” means the time period of October 1, 2020, through and including February 28, 2023.
24. “PAGA Released Claims” means any and all claims under PAGA that are pled in the PAGA Action, or which could have been pled under the PAGA Action based on the factual allegations in the PAGA Complaint and Plaintiff’s October 1, 2021, LWDA Letter that arose during the PAGA Period.
25. “Parties” means Plaintiff Ronak Garg and Defendant Providence Medical Associates, Inc.
26. “Plaintiff” means Ronak Garg, the named plaintiff in the PAGA Action.
27. “Plaintiff’s Counsel” means Justin Lo of Work Lawyers PC.
28. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Section IV hereinbelow.
29. “Released Parties” means Defendant and any of Defendant’s present and former parents, subsidiaries, affiliates, and joint ventures, and all of Defendant’s shareholders, partners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under, or in concert with and of them (and including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries). All payment obligations set forth in this Agreement shall be the sole responsibility of Defendant.
30. “Settlement” means the disposition of the Action effected by this Agreement and the Approval Order.

II. RECITALS

1. On October 1, 2021, Plaintiff filed the PAGA Notice with the LWDA, and served the PAGA Notice on Defendant, asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

2. On January 27, 2022, Plaintiff and his counsel filed the PAGA Complaint. In the PAGA Complaint, Plaintiff alleged a single cause of action seeking imposition of civil penalties under PAGA based upon Defendant’s alleged failure to: (1) provide complete and accurate wage statements in violation of Labor Code § 226; (2) timely pay wages during employment in violation of Labor Code § 204; (3) pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201, 202 and 203 and (4) reimburse business expenses in violation of Labor Code Section 2802.

3. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendant’s relevant policy documents, employee handbooks, start and stop dates for the Aggrieved Employees, Plaintiff’s employee file, Plaintiff’s timekeeping and wage

records, timekeeping and payroll data for 100% of the putative Aggrieved Employees, and a sampling of wage statements.

4. On December 1, 2022, the Parties participated in mediation with professional neutral, The Honorable Thierry Colaw (Ret'd). There was no resolution on December 1, 2022, but the Parties continued settlement discussions. The Parties have agreed to fully and finally resolve the PAGA Action as to Plaintiff and Aggrieved Employees.

5. Contemporaneous with the negotiation of this PAGA Settlement Agreement, Plaintiff separately negotiated terms of settlement of his own personal claims against Defendant. The Settlement Agreement pertaining to Plaintiff's individual claims, including a general release of all claims Plaintiff has or may have against Defendant, is a separate document that is being executed contemporaneously with this PAGA Settlement Agreement.

III. MONETARY TERMS OF SETTLEMENT

1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$200,000.00, and no more, as the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant within 20 days of entry of the Court's Approval Order. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

- a. **To Plaintiff's Counsel:** A Plaintiff's Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$66,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$13,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file an application or motion for Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Plaintiff's Counsel Fees Payment and/or Plaintiff's Costs Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- b. **To the Administrator:** An Administrator Expenses Payment not to exceed \$5,000.00 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 \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

- c. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$115,333.33 to be paid from the Gross Settlement Amount, with 75% (\$86,500.00) allocated to the LWDA PAGA Payment and 25% (\$28,833.33) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$28,833.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- d. Failure to timely tender payment to the Settlement Administrator will be deemed a breach of this Agreement. In the event of any breach of the Agreement, the unpaid amounts and all other accrued obligations shall automatically become immediately due and payable within thirty (30) calendar days. The Parties agree the Court shall retain jurisdiction to enforce this settlement agreement pursuant to Code of Civil Procedure § 664.6.

3. **Escalator Clause.** The Parties agree that the following Escalator Clause will not take effect unless, if, as of February 28, 2023, the total pay periods for Aggrieved Employees is more than 10% of the estimated total pay periods of 5,964 (which is 6,560 pay periods or more):

As stated above, for the period from October 1, 2020, through February 28, 2023, Defendant represents, and Plaintiff has confirmed, that the number of relevant pay periods from October 1, 2020 through February 28, 2023, based on their review of data and records, is estimated to be Five Thousand Nine Hundred Sixty-four (5,964), and that the total number of Aggrieved Employees is estimated to be Two Hundred Seventy-seven (277). If the actual number of pay periods increases by ten percent (10%) or more through the date of Settlement approval, Defendant shall either (1) increase the Global Settlement Amount on a proportional basis, or (2) back the PAGA release date up to where the number of pay periods is 5,964. In the event the number of pay periods worked increases by more than 10% of the estimated total, or 6,560 pay periods worked or greater, and Defendant elects to increase the Maximum Settlement Amount on a proportional basis, then the

Maximum Settlement Amount shall be increased proportionally by the pay periods in excess of 5,964 multiplied by the pay period value. The pay periods value shall be calculated by dividing the Global Settlement Amount by 5,964. The Parties agree that the pay period value amounts to \$33.53 per pay period (\$200,000/5,964 pay periods). Thus, for example, should there be 6,560 pay periods in the PAGA Period, then the Maximum Settlement Amount shall be increased by \$19,983.88 (6,560 pay periods – 5,964 pay period x \$33.53).

IV. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and Plaintiff's Counsel will release claims against all Released Parties as follows:

1. **Plaintiff's Release.** Plaintiff releases and discharges Released Parties from all PAGA wage and hour claims that occurred during the PAGA Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement, any claims released in Plaintiff's separate individual settlement agreement for non-wage and hour claims [as described in Paragraph IV(a)(i) hereinbelow], or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
 - i. **Plaintiff's Separate Individual Settlement Agreement and Waiver of Rights Under California Civil Code Section 1542.** Separate from Plaintiff's agreement to release all PAGA wage and hour claims alleged in the PAGA Action, Plaintiff has also entered into a confidential standalone agreement to release his individually alleged claims against Defendant, including non-wage and hour claims and all other claims arising out of his employment ("Plaintiff's Individual Settlement Agreement"). Plaintiff's Individual Settlement Agreement includes a general release of all known and unknown claims of any type whatsoever Plaintiff may have against Defendant, including a waiver of Section 1542, but excluding his PAGA wage and hour claims, which he is releasing in this Agreement. Payment of the amount agreed to in Plaintiff's Individual Settlement Agreement shall be made by Defendant separate from and in addition to the Gross Settlement Amount paid in resolution of the PAGA claims alleged.
2. **Release by Aggrieved Employees:** Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees, and the State of California shall fully release and forever discharge the Released Parties, as defined herein, from any and all PAGA claims which arose during PAGA Period (defined above), seeking

civil penalties and any other remedies available under California Labor Code sections 2698, *et seq.*, including attorneys' fees and costs, that were described in the notice of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged or could have been alleged in the Operative Complaint, including PAGA claims for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 558, and 2802, and all applicable IWC Wage Orders as to the above claims. ("Released Claims"). The release of the Released Claims shall be effective as to the PAGA Period (defined above).

3. **Release by Plaintiff's Counsel.** Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorney's fees and costs of suit incurred in connection with the PAGA Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
4. Defendant fully discharges its obligations to the Aggrieved Employees to whom it will pay Individual PAGA Payments through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by the Aggrieved Employees.

V. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff and Plaintiff's counsel agree to prepare all papers necessary to obtain the Court's Approval Order, including all moving papers and supporting evidence.

1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft [Proposed] Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents [initial notice of violations (Labor Code section 2699.3, subd. (a))], Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2)(iv) a [Proposed] Judgment consistent with the terms of this Agreement and the [Proposed] Order Granting Approval of PAGA Settlement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
2. **Responsibilities of Plaintiff's Counsel.** Plaintiff's Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate

in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.

3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VI. ADMINISTRATION OF SETTLEMENT

- a. **Selection of Administrator.** The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.
- b. **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.
- c. **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.
- d. **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.
- e. **Provision of Information for Aggrieved Employees.** Within 15 days of the Effective Date, Defendant will in good faith compile from its records a list of Aggrieved Employees, formatted as a Microsoft Excel spreadsheet, that includes each Aggrieved Employee's full name, last known mailing address, last known telephone number, hire date(s), termination date(s) (if applicable), total pay periods worked during the PAGA Period, and Social Security numbers, and provide that spreadsheet to the Administrator.
- f. **Explanatory Letter and Individual PAGA Payments.** Within 15 business days of Defendant's provision of Aggrieved Employee roster and data and funding of the Gross Settlement Amount, the Administrator will transmit the Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail, together with a letter explaining the terms of settlement and calculation of the Individual PAGA Payment, to be prepared and approved by the Parties.

- g. **Undeliverable Notices.** The Administrator shall make best efforts to deliver the Individual PAGA Payment to each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.
- h. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California Department of Industrial Relations – Unclaimed Wage Fund in the names of the Aggrieved Employees to whom the checks were issued.
- i. **Tax Treatment.** All Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement.
- j. **Accounting.** Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendants' counsel of the amounts paid from the Settlement. Upon reasonable request, Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendant's counsel of the amounts paid as Individual PAGA Payments, LWDA Payment, Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Costs Payment.

VII. MISCELLANEOUS PROVISIONS

1. **Authorization to Enter into Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.
2. **Drafting.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.
3. **No Admission.** Nothing in this Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaim any such liability or wrongdoing. The Parties have entered into this Agreement with the intention to avoid

further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

4. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

5. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement and the PAGA Action, except as specifically set forth in Paragraph III(2)(a) hereinabove.

6. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the State of California.

7. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

8. **Execution and Counterparts.** This Agreement is subject to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

- a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.
- b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement..

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

17. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. **Confidentiality.** To the extent permitted by law, all agreements made (including the Stipulation And [Proposed] Protective Order, dated October 10, 2022) , and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. This provision does not apply to public court filings, the notice of settlement that shall be sent to the Aggrieved Employees by the claims administrator, or for the limited purposed of allowing Plaintiff's Counsel to prove adequacy as counsel in other unrelated actions by referring to any information in the public record regarding the Settlement for such purposes.

20. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. *Evid. Code* § 1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, data produced to Plaintiff's counsel in discovery, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, rule of court or Stipulation And Protective Order. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff's Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

21. **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.

22. **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 business day thereafter.

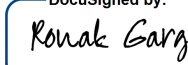
23. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

24. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 1/3/2024, 2023

RONAK GARG (Plaintiff)

DocuSigned by:

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 Ronak Garg

Dated: _____, 2023

PROVIDENCE MEDICAL ASSOCIATES, INC.
(Defendant)

By: Elizabeth Sander, President

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY:**

Dated: 1/3/2024, 2023

WORK LAWYERS, PC

By _____
JUSTIN LO
TIFFANY TAN
Attorneys for Plaintiff, RONAK GARG, M.D.

DocuSigned by:
Justin Lo
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Dated: _____, 2023

FREEMAN MATHIS & GARY, LLP

By _____
DANIEL PARKER JETT
Attorneys for Defendant, PROVIDENCE
MEDICAL ASSOCIATES, INC.

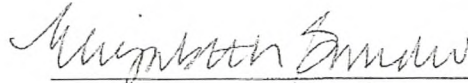
Dated: _____, 2023

HELLER & EDWARDS

By _____
MARK EDWARDS
Attorneys for Defendant, PROVIDENCE
MEDICAL ASSOCIATES, INC.

Dated: 12/29, 2023

PROVIDENCE MEDICAL ASSOCIATES, INC.
(Defendant)


By: Elizabeth Sander, President

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY:

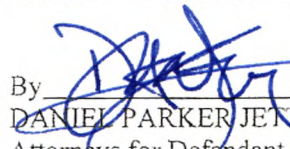
Dated: _____, 2023

WORK LAWYERS, PC

By _____
JUSTIN LO
TIFFANY TAN
Attorneys for Plaintiff, RONAK GARG, M.D.

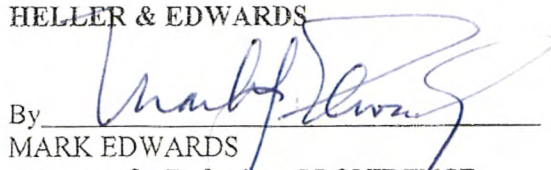
Dated: Dec. 29, 2023

FREEMAN MATHIS & GARY, LLP


By _____
DANIEL PARKER JETT
Attorneys for Defendant, PROVIDENCE
MEDICAL ASSOCIATES, INC.

Dated: 12/29, 2023

HELLER & EDWARDS


By _____
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