ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: Elizabeth Parker-Fawley (SBN 301592), Joanna Ghosh (SBN 272479)
FIRM NAME: LAWYERS for JUSTICE, PC
STREET ADDRESS: 450 North Brand, Suite 900
CITY: Glendale STATE: CA ZIP CODE: 91203
TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021
EMAIL ADDRESS:
ATTORNEY FOR *(name)*: Plaintiff Nicole Sanchez

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Stanley Mosk Courthouse

PLAINTIFF/PETITIONER: Nicole Sanchez
DEFENDANT/RESPONDENT: Praesidium Diagnostics LLC, et al.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 22STCV02245

(Check one): ☒ **UNLIMITED CASE** (Amount demanded exceeded $35,000) ☐ **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: December 31, 2024

2. A copy of the judgment, decree, or order is attached to this notice.

   Exhibit A - Joint Stipulation to Modify Order Granting Motion for Approval of Settlement; Order and Final Judgment

   Exhibit B - Minute Order Re: Order to Show Cause Re: Proposed Stipulation and Amended Settlement Agreement, dated 12/31/2024

Date: January 8, 2025

Elizabeth Parker-Fawley
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ (SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

NOTICE OF ENTRY OF JUDGMENT OR ORDER

EXHIBIT A

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Attorneys for Defendants
PRAESIDIUM DIAGNOSTICS LLC,
SAMEDAY TECHNOLOGIES INC.,
and FELIX HUETTENBACH

[*Additional Counsel on Next Page]*

FILED
Superior Court of California
County of Los Angeles
12/31/2024
David W. Slayton, Executive Officer / Clerk of Court
By: G. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES-STANLEY MOSK COURTHOUSE

NICOLE SANCHEZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

PRAESIDIUM DIAGNOSTICS LLC, a California limited liability company; SAMEDAY HEALTH INC., a Delaware corporation; SAMEDAY TECHNOLOGIES INC., a Delaware corporation; FELIX HUETTENBACH, individually, and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV02245

Honorable Joseph Lipner
Department 72

JOINT STIPULATION TO MODIFY ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT; [~~PROPOSED~~] ORDER AND FINAL JUDGMENT

Complaint Filed: January 19, 2022
Jury Trial: None Set

K. Kayvan Iradjpanah (SBN 267548)
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Attorney for Defendants
PRAESSIDIUM DIAGNOSTICS LLC,
SAMEDAY HEALTH INC., and
SAMEDAY TECHNOLOGIES INC.

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiff Nicole Sanchez ("Plaintiff") and Defendants Praesidium Diagnostics LLC, Sameday Technologies Inc., Sameday Health Inc., and Felix Huettenbach ("Defendants") (hereinafter "the Parties"), by and through their respective counsel of record, hereby enter into the below stipulation to modify the Court's order granting Plaintiff's Motion for Final Approval of Settlement.

WHEREAS, the Parties entered into a Private Attorneys General Act Settlement Agreement & Release (the "Original Settlement Agreement") on or around April 3, 2023, in an effort to resolve the allegations in the Complaint without an admission of liability or further litigation;

WHEREAS, on May 9, 2023, Plaintiff filed an unopposed Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and accompanying declarations ("Motion for Approval");

WHEREAS, on September 12, 2023, this Court granted Plaintiff's Motion for Approval, including the funding and disbursement of the settlement in accordance with the Original Settlement Agreement;

WHEREAS, per the Original Settlement Agreement, Defendants were to fund the Total Settlement Amount of $300,000.00 within fourteen (14) calendar days of the Court's order granting approval of the Settlement Agreement and to provide the Allegedly Aggrieved Employees List to the PAGA Settlement Administrator within twenty-one (21) calendar days of the Court's order granting approval of this Settlement;

WHEREAS, on September 26, 2023, fourteen (14) calendar days after the Court granted approval, counsel for Defendants informed counsel for Plaintiff that Defendants were not in possession of the accurate data necessary for the Allegedly Aggrieved Employee List regarding the aggrieved employees who performed work for Defendants through a contract with a staffing agency, Maerly Payroll Processing LLC ("Maerly"). Due to Maerly's failure and/or refusal to provide the necessary data, Defendants lacked the essential information needed in order to provide the complete Allegedly Aggrieved Employee List in accordance with the Original Settlement Agreement;

WHEREAS, due to the delay of Defendants' receiving the data needed to execute the Settlement Agreement, Defendants required an extension to fund and disburse the Total Settlement Amount and provide the Allegedly Aggrieved Employee List to the PAGA Settlement Administrator;

WHEREAS, the Parties filed a Joint Compliance Statement and Stipulation to Reset the Timing for Funding of Settlement Funds; [Proposed] Order, which the Court granted on May 21, 2024, and which amended the Original Settlement Agreement with regard to the timing of Defendant's deadline to fund the Total Settlement Amount;

WHEREAS, on May 24, 2024, Defendants fully funded the Total Settlement Amount of $300,000.00;

WHEREAS, Defendants put forth a reasonable good-faith effort to obtain the data necessary to effectuate the Original Settlement Agreement, including without limitation: (a) making numerous efforts to cooperatively obtain the necessary data from the staffing agency it used for its jobsites, Maerly, (b) serving a subpoena for business records on Maerly's payroll services provider Automatic Data Processing, Inc., (c) filing a motion to compel against Defendants' staffing services provider Maerly in connection therewith, and (d) drafting and entering into a Stipulated Protective Order and Confidentiality Agreement governing the production of such data.

WHEREAS, despite the Parties' reasonable, good-faith efforts, Maerly repeatedly and consistently failed to provide the information necessary to reliably determine the identity of the Allegedly Aggrieved Employees who were employed through Maerly and the number of applicable pay periods each worked in accordance with the Original Settlement Agreement;

WHEREAS, pursuant to paragraph 10 of the Original Settlement Agreement, the Settlement may be amended by a written instrument, signed by counsel for all Parties and approved by the Court;

WHEREAS, on October 29, 2024, the Parties executed the Amended Private Attorneys General Act Settlement Agreement and Release ("Amended Settlement Agreement"), a true and correct copy of which is attached hereto as **Exhibit 1** along with a true and correct redline copy attached as **Exhibit 2**. The revised Cover Letter to the Allegedly Aggrieved Employees to be distributed with the Individual Settlement Shares is attached hereto as **Exhibit 3**;

WHEREAS, the Amended Settlement Agreement is being submitted to the LWDA at the same time as the filing of this stipulation;

WHEREAS, the arguments set forth in the Plaintiff's Motion for Approval still hold equal weight and force with respect to the Amended Settlement Agreement, such that the Parties view any subsequent Motion for Approval as redundant and an inefficient use of the Court's time and resources;

WHEREAS, the Parties wish to modify the Original Settlement Agreement, and the Court's granting of Plaintiff's Motion for Approval.

Based on the foregoing, the Parties, by and through their respective counsel of record, hereby stipulate as follows:

1. The Original Settlement Agreement shall be null and void.
2. The Amended Settlement Agreement shall replace the Original Settlement Agreement as the Parties full and complete recitation and agreement in connection with the settlement of the allegations set forth in the Complaint.
3. The Parties hereby submit the Amended Settlement Agreement for the Court's approval, in conjunction with Plaintiff's previously submitted Motion for Approval, as though initially furnished therewith.

IT IS SO STIPULATED.

Dated: November 25, 2024

LAWYERS *for* JUSTICE, PC

By: /s/ Elizabeth Parker-Fawley
Edwin Aiwazian
Joanna Ghosh
Elizabeth Parker-Fawley
Attorneys for Plaintiff

Dated: November 25, 2024

ALL BRIDGES LEGAL PC

By: /s/ Daniel Swerdlin

Daniel Swerdlin

Attorney for Defendants PRAESIDIUM DIAGNOSTICS LLC, SAMEDAY TECHNOLOGIES INC., and FELIZ HUETTENBACH

[~~PROPOSED~~] ORDER

Pursuant to the above Stipulation and good cause appearing, **IT IS HEREBY ORDERED THAT:**

1. The parties' Joint Stipulation to Modify Order Granting Motion for Final Approval of Settlement is hereby granted (the "Stipulation"). The Court hereby approves the Amended Private Attorneys General Act Settlement Agreement & Release between the parties (the "Amended Settlement Agreement"), attached to the Stipulation as **Exhibit 1**, in its entirety.

2. All terms used herein shall have the same meaning defined in the Amended Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Amended Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) at the same time that it is submitted to this Court.

5. The aggrieved employees covered under the Settlement consist of the following individuals:

> All current and former non-exempt employees of one or more Defendants within the State of California during the PAGA Period ("Allegedly Aggrieved Employees").

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount ($300,000.00) less the approved

Attorneys' Fees and Costs to Lawyers for Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement Administration Costs to Simpluris, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Allegedly Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Amended Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Amended Settlement Agreement.

9. The Court approves the payment of $105,000.00 to Lawyers for Justice, PC for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $1,317.62 to Lawyers for Justice, PC for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves payment in the amount of $10,000.00 to Plaintiff Nicole Sanchez for her General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of $6,000 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement need not be provided to the Allegedly Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as

"**Exhibit 3**," and the PAGA Settlement Administrator shall distribute the Cover Letter to the Allegedly Aggrieved Employees at the same time that it distributes payments to Allegedly Aggrieved Employees for their share of the Employees' Portion ("Individual Settlement Share").

15. No later than twenty-one (21) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Allegedly Aggrieved Employees ("Allegedly Aggrieved Employees List"), in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than twenty-one (21) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Allegedly Aggrieved Employees ("Allegedly Aggrieved Employees List"), in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than ten (10) business days after receipt of the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Cover Letter and Individual Settlement Share checks (the "PAGA Settlement Package") to the Allegedly Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff, Attorneys' Fees and Costs to Plaintiff's Counsel, and payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

18. The Individual Settlement Share checks issued to Allegedly Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the East Los Angeles Women's Center.

19. Allegedly Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to Allegedly Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

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20. “Released Parties” means Defendants, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns.

21. “Released Claims” means the Action and any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide complaint and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia Wage Order 4-2001 (collectively, the “Released Claims”).

22. “PAGA Period” means the period November 15, 2020 through April 30, 2023.

23. No individualized notice of this Order and Judgment is required to be provided to the Allegedly Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

IT IS SO ORDERED.

Dated: 12/31/2024

Joseph Lipner / Judge

Honorable Joseph Lipner
Judge of the Superior Court

EXHIBIT 1

AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Amended Private Attorneys General Act Settlement Agreement and Release ("Amended Settlement Agreement" or "Amended Settlement") is entered into by and between Nicole Sanchez ("Plaintiff"), for herself and as a representative of the State of California and the Allegedly Aggrieved Employees (as defined in Section 3(a)(5) below) and Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

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

(a) Plaintiff is a former employee of one or more Defendants. Plaintiff was employed by one or more Defendants from approximately December 2020 to approximately September 2021;

(b) On November 15, 2021, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff, to the California Labor and Workforce Development Agency ("LWDA") and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-852325-21 (the "PAGA Notice");

(c) On January 19, 2022, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On December 5, 2022, the Parties mediated the Action with Hon. Howard R. Broadman (ret.), and with the aid of the mediator's evaluation, the Parties ultimately reached the Private Attorneys General Act Settlement Agreement and Release between the parties approximately dated April 3, 2023 (the "Prior Agreement") to resolve the Action in its entirety;

(e) On September 12, 2023, the Court entered an order granting Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement ("Motion for Approval");

(f) Subsequently, the Parties agreed to amend the Prior Agreement as reflected below;

(g) There has been no determination on the merits of the Action or the

PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **Nonadmission of Wrongdoing. The Parties agree that neither this Amended Settlement Agreement nor the furnishing of the consideration for this Amended Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.**

3. **Consideration**.

(a) In consideration for Plaintiff signing this Amended Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Three Hundred Thousand Dollars and No Cents ($300,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims, which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is One Hundred and Five Thousand Dollars and No Cents ($105,000.00), and reimbursement of litigation costs and expenses in the amount of up to Six Thousand Dollars and No Cents ($6,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Ten Thousand Dollars and No Cents ($10,000.00) ("General Release Fee") to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and No Cents ($6,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Allegedly Aggrieved Employees, defined solely for purposes of this Amended Settlement as all current and former non-exempt employees of one or more Defendants within the State of California during the PAGA Period (the "Allegedly Aggrieved Employees"). The period spanning November 15, 2020 through April 30, 2023 is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Allegedly Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Allegedly Aggrieved Employees are estimated to consist of approximately three hundred eighty-one (381) individuals who have, combined, worked approximately two thousand nine hundred eighty-five (2,985) Compensable Pay Periods during the period from November 15, 2020 to April 30, 2023.If the actual number of Compensable Pay Periods during the PAGA Period is greater than three thousand two hundred eighty-four (3,284) or the number of Alleged Aggrieved Employees is greater than four hundred twenty-seven (427) individuals, then the Total Settlement Amount shall be increased proportionately for each additional Compensable Pay Period worked or Allegedly Aggrieved Employee included, whichever is higher.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Total Settlement Amount is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Allegedly Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Allegedly Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Amended Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Amended Settlement. If this Amended Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above and Section 7 below, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above after all of the following has occurred: (i) the Amended Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Amended Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

(c) Defendants and the PAGA Settlement Administrator represent that Defendants have already remitted payment for the Total Settlement Amount of three hundred thousand dollars and no cents ($300,000.00) to the PAGA Settlement Administrator, and that distribution of the Total Settlement Amount shall occur if and only after all of the following has occurred: (i) the Amended Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Amended Settlement Agreement.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Amended Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Amended Settlement Agreement by way of a Stipulation referencing the previously filed unopposed Motion for Approval. K. Kayvan Iradjpanah of Littler Mendelson, P.C. and Daniel Swerdlin of All Bridges Legal, P.C. (together, "Defendants' Counsel") shall provide a draft of all documents to be submitted in connection with this Stipulation for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Amended Settlement Agreement is a condition precedent to any payments described in this Amended Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Amended Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Amended Settlement, the entirety of this Amended Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Amended Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Amended Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Amended Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Allegedly Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Allegedly Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Allegedly Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Allegedly Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Allegedly Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state, or federal payroll tax withholdings. All Allegedly Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than twenty-one (21) calendar days after the Court's order granting approval of the Amended Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Allegedly Aggrieved Employees (the "Allegedly

Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Allegedly Aggrieved Employees List prior to the mailing of the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Packages"), and update addresses for Allegedly Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the PAGA Settlement Package to all Allegedly Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Allegedly Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Allegedly Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to East Los Angeles Women's Center. The Parties and their counsel each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

(d) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(e) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(f) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless otherwise instructed by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles, and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(g) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself.

8. **Release of Claims by Plaintiff, Allegedly Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the

Amended Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Amended Settlement Agreement, Plaintiff and the State of California with respect to Allegedly Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business- related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Amended Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Amended Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions). Plaintiff and Plaintiff's representatives, heirs, successors, and assigns do hereby acknowledge and agree to waive any right, under local, state, federal or any other law, in bringing or participating in any class action, representative proceeding, or for class relief against the Released Parties described concerning all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions), whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation, including but not limited to, any and all claims that arise out of Plaintiff's employment with Defendants. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil

Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available 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 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions) against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation**.

(a) This Amended Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Amended Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Amended Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Amended Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Amended Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Amended Settlement Agreement or to seek damages for breach of this Amended Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Prior Agreement Voided & Replaced.** The Parties hereby agree that: (a) the Prior Agreement is null and void; and (b) the instant Amended Settlement Agreement shall take the place of the Prior Agreement as the only Settlement Agreement between the parties.

11. **Amendment**. This Amended Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Amended Settlement.

(b) This Amended Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Amended Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) Upon being fully-executed, the Amended Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of the Amended Settlement Agreement.

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

(e) Neither Party will issue any press release or other public or non-public representation regarding the Amended Settlement other than as necessary to obtain Court approval and effectuate the terms of the Amended Settlement. Nothing herein will restrict Plaintiff's Counsel for including publicly available information regarding this Amended Settlement in future judicial submissions regarding Plaintiff's Counsel qualifications and experience.

(f) The Prior Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Howard R. Broadman (ret.). In the event of vagueness, ambiguity or uncertainty, this Amended Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

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

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HAVING ELECTED TO EXECUTE THIS AMENDED SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT SETTLEMENT AGREEMENT.

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

PLAINTIFF NICOLE SANCHEZ

Electronically Signed 2024-10-21 23:09:10 UTC - 172.56.123.212

Date: 10/21/24, 2024

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Nicole Sanchez
Individually and On Behalf of the State of California and Allegedly Aggrieved Employees

DEFENDANT PRAESIDIUM DIAGNOSTICS LLC

Date: November 1, 2024 Sarah Thomas
Sarah Thomas (Nov 1, 2024 15:45 CDT)

Sarah Thomas, General Counsel
On behalf of Defendant Praesidium Diagnostics LLC

DEFENDANT SAMEDAY TECHNOLOGIES INC.

Date: November 1, 2024 Sarah Thomas
Sarah Thomas (Nov 1, 2024 15:45 CDT)

Sarah Thomas, General Counsel
On behalf of Defendant Sameday Technologies Inc.

DEFENDANT SAMEDAY HEALTH INC.

Date: October 30th, 2024

Travis Owen

Travis Owen, CEO
On behalf of Defendant Sameday Health Inc.

DEFENDANT FELIX HUETTENBACH

Date: October 30, 2024

Felix Huettenbach

Felix Huettenbach
An Individual

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: October 21, 2024

Edwin Aiwazian
Joanna Ghosh
~~Janardana Burns~~ Elizabeth Parker-Fawley
Attorneys for Plaintiff Nicole Sanchez

LITTLER MENDELSON, P.C.

Date: October 29, 2024, 2024

/s/ K. Kayvan Iradjpanah

K. Kayvan Iradjpanah
Attorneys for Defendants Praesidium Diagnostics LLC, Sameday Health Inc., and Sameday Technologies Inc.

ALL BRIDGES LEGAL, P.C.

Date: October 29, 2024, 2024

Daniel Swerdlin
Attorneys for Defendants Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huttenbach

EXHIBIT 2

AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Amended Private Attorneys General Act Settlement Agreement and Release ("Amended Settlement Agreement" or "Amended Settlement") is entered into by and between Nicole Sanchez ("Plaintiff"), for herself and as a representative of the State of California and the Allegedly Aggrieved Employees (as defined in Section 3(a)(5) below) and Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

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

(a) Plaintiff is a former employee of one or more Defendants. Plaintiff was employed by one or more Defendants from approximately December 2020 to approximately September 2021;

(b) On November 15, 2021, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff, to the California Labor and Workforce Development Agency ("LWDA") and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-852325-21 (the "PAGA Notice");

(c) On January 19, 2022, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On December 5, 2022, the Parties mediated the Action with Hon. Howard R. Broadman (ret.), and with the aid of the mediator's evaluation, the Parties ultimately reached the ~~Settlement described herein~~Private Attorneys General Act Settlement Agreement and Release between the parties approximately dated April 3, 2023 (the "Prior Agreement") to resolve the Action in its entirety;

(e) On September 12, 2023, the Court entered an order granting Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement ("Motion for Approval");

(f) Subsequently, the Parties agreed to amend the Prior Agreement as reflected below;

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~~1.~~(g) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section ~~8(a)~~8(a) below).

2. **Nonadmission of Wrongdoing. ~~-~~The Parties agree that neither this Amended Settlement Agreement nor the furnishing of the consideration for this Amended Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.**

3. **Consideration**.

(a) In consideration for Plaintiff signing this Amended Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Three Hundred Thousand Dollars and No Cents ($300,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims, which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is One Hundred and Five Thousand Dollars and No Cents ($105,000.00), and reimbursement of litigation costs and expenses in the amount of up to Six Thousand Dollars and No Cents ($6,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of ~~Seven~~Ten Thousand ~~Five Hundred~~ Dollars and No Cents ($~~7,500~~10,000.00) ("General Release Fee") to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and No Cents ($6,000.00) ("Settlement Administration Costs") to Simpluris, Inc. ~~-~~(the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. ~~-~~The balance remaining after these deductions is referred to as the "Net Settlement Amount."~~-~~

(5) ~~-~~Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Allegedly Aggrieved Employees, defined solely for purposes of this Amended Settlement as all current and former non-exempt employees ~~who worked for any~~ of ~~the~~one or more Defendants within the State of California during the PAGA Period (the "Allegedly Aggrieved Employees"). ~~-~~The period spanning November 15, 2020 through ~~the date of the Court's approval of the Settlement or~~ April 30, 2023~~, whichever is sooner,~~ is the "PAGA Period".~~-~~ The 25% portion of the Net Settlement Amount payable to Allegedly Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Allegedly Aggrieved Employees are estimated to consist of approximately ~~578~~three hundred eighty-one (381) individuals who have, combined, worked approximately ~~8,345~~two thousand nine hundred eighty-five (2,985) Compensable Pay Periods during the period from November 15, 2020 to ~~September 1, 2022.~~ April 30, 2023.If the actual number of Compensable Pay Periods during the PAGA Period is greater than ~~9,200~~three thousand two hundred eighty-four (3,284) or the number of Alleged Aggrieved Employees is greater than

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~~650~~four hundred twenty-seven (427) individuals, then the Total Settlement Amount shall be increased proportionately for each additional Compensable Pay Period worked or Allegedly Aggrieved Employee included, whichever is higher.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Total Settlement Amount is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Allegedly Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Allegedly Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section ~~3(a)~~3(a) above, except for Plaintiff's execution of this Amended Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Amended Settlement. If this Amended Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above and Section 7 below, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above after all of the following has occurred: (i) the Amended Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Amended Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

(c) Defendants and the PAGA Settlement Administrator represent that Defendants have already remitted payment for the Total Settlement Amount of three hundred thousand dollars and no cents ($300,000.00) to the PAGA Settlement Administrator, and that distribution of the Total Settlement Amount shall occur if and only after all of the following has occurred: (i) the Amended Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Amended Settlement Agreement.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take

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all steps that may be requested by the Court in order to obtain approval and implementation of this Amended Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Amended Settlement Agreement by way of ~~an~~ a Stipulation referencing the previously filed unopposed ~~motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to~~Motion for Approval. K. Kayvan Iradjpanah of Littler Mendelson, P.C. and Daniel Swerdlin of All Bridges Legal, P.C. (together, "Defendants' Counsel") shall provide a draft of all documents to be submitted in connection with this Stipulation for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Amended Settlement Agreement is a condition precedent to any payments described in this Amended Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Amended Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Amended Settlement, the entirety of this Amended Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Amended Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Amended Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Amended Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Allegedly Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Allegedly Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Allegedly Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Allegedly Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Allegedly Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state, or federal payroll tax withholdings. All Allegedly Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to

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by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:–

(1) No later than twenty-one (21) calendar days after the Court's order granting approval of the Amended Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Allegedly Aggrieved Employees (the "Allegedly Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Allegedly Aggrieved Employees List prior to the mailing of the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Packages"), and update addresses for Allegedly Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the PAGA Settlement Package to all Allegedly Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Allegedly Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Allegedly Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to East Los Angeles Women's Center. The Parties and their counsel each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

(d) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(e) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.–

(f) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless otherwise instructed by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles, and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.–

(g) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount,

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the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself.

8. **Release of Claims by Plaintiff, Allegedly Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Amended Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Amended Settlement Agreement, Plaintiff and the State of California with respect to Allegedly Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants ~~and Maerly Payroll Processing LLC~~, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business- related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Amended Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Amended Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions). Plaintiff and Plaintiff's representatives, heirs, successors, and assigns do hereby acknowledge and agree to waive any right, under local, state, federal or any other law, in bringing or participating in any class action, representative proceeding, or for class relief against the Released Parties described concerning all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions), whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation, including but not limited to, any and all claims that arise out of Plaintiff's employment with Defendants. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state,

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or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title-VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available 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 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions) against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation**.

(a) This Amended Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Amended Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Amended Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Amended Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Amended Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Amended Settlement Agreement or to seek damages for breach of this Amended Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Prior Agreement Voided & Replaced.** The Parties hereby agree that: (a) the Prior Agreement is null and void; and (b) the instant Amended Settlement Agreement shall take the place of the Prior Agreement as the only Settlement Agreement between the parties.

~~10.~~11. **Amendment**. This Amended Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

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~~11.~~12. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Amended Settlement.

(b) This Amended Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Amended Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) Upon being fully-executed, the Amended Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of the Amended Settlement Agreement.

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

(e) Neither Party will issue any press release or other public or non-public representation regarding the Amended Settlement other than as necessary to obtain Court approval and effectuate the terms of the Amended Settlement. Nothing herein will restrict Plaintiff's Counsel for including publicly available information regarding this Amended Settlement in future judicial submissions regarding Plaintiff's Counsel qualifications and experience.

(f) ~~This~~The Prior Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Howard R. Broadman (ret.). In the event of vagueness, ambiguity or uncertainty, this Amended Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

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

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HAVING ELECTED TO EXECUTE THIS AMENDED SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily

executed this Amended Settlement Agreement as of the date set forth below:

PLAINTIFF
NICOLE SANCHEZ

~~Date: ________________________, 2023~~ ____________________________________

Date: ____________________________, 2024 ____

Nicole Sanchez
Individually and On Behalf of the State of California and Allegedly Aggrieved Employees

DEFENDANT PRAESIDIUM DIAGNOSTICS LLC

~~Date: ________________________, 2023~~ ____________________________________

Date: , 2024 ____

Sarah Thomas, General Counsel
On behalf of Defendant Praesidium Diagnostics LLC

DEFENDANT – SAMEDAY TECHNOLOGIES INC.

~~Date: ________________________, 2023~~ ____________________________________

Date: , 2024 ____

Sarah Thomas, General Counsel
On behalf of Defendant Sameday Technologies Inc.

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DEFENDANT SAMEDAY HEALTH INC.

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____ ~~Andrew~~ ____________, Date:

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Travis Owen, CEO
On behalf of Defendant Sameday Health Inc.

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DEFENDANT FELIX

HUETTENBACH

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Felix Huettenbach

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______________________________________Edwin Aiwazian

Joanna Ghosh

JanardanaBurns

Attorneys for Plaintiff Nicole Sanchez

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LITTLER MENDELSON, P.C.

~~Date: _______________________, 2023~~ ___________________________________

Date: _________________________, 2024

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K. Kayvan Iradjpanah

___________________*Attorneys for* Defendants Praesidium Diagnostics LLC, Sameday Health Inc., and Sameday Technologies Inc.

___________ALL BRIDGES LEGAL, P.C.

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Daniel Swerdlin

____________________ *Attorneys for* Defendants Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix ~~Heuttenbach~~Huttenbach

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~~Exhibit A~~

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245 ("Action").

Plaintiff Nicole Sanchez ("Plaintiff") filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (the "Operative Complaint") on January 19, 2022 against Defendants Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, "Defendants") on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 15, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-852325-21 (the "PAGA Notice").

Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees ~~who worked for any~~of one or more of the Defendants within the State of California during the PAGA Period ("Allegedly Aggrieved Employees"). The period November 15, 2020 to ~~[the date of the Court's approval of the Settlement or~~ April 30, 2023~~, whichever is sooner]~~ is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Allegedly Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount >>, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendants~~ and Maerly Payroll Processing LLC~~, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns.
>
> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

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The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to East Los Angeles Women's Center.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

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EXHIBIT 3

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Nicole Sanchez v. Praesidium Diagnostics LLC*, *et al.*, Los Angeles Superior Court Case No. 22STCV02245 (“Action”).

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Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees of one or more of the Defendants within the State of California during the PAGA Period (“Allegedly Aggrieved Employees”). The period November 15, 2020 to April 30, 2023 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Allegedly Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount >>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to East Los Angeles Women's Center.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 72

22STCV02245 December 31, 2024
NICOLE SANCHEZ vs PRAESIDIUM DIAGNOSTICS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, et al. 8:30 AM

Judge: Honorable Joseph Lipner
Judicial Assistant: G. Morales
Courtroom Assistant: Gerald Mack

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Arman Marukyan instead of Edwin Aiwazian , Via LACC

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Order to Show Cause Re: Proposed Stipulation and Amended Settlement Agreement

The matter is called for hearing.

The Court and counsel confer in open court.

Proposed Joint Stipulation to Modify Order Granting Motion for Approval of Settlement; Order and Final Judgment is signed and filed this date.

On the Court's own motion, the Order to Show Cause Re: Dismissal (Settlement) scheduled for 02/24/2025 is advanced to this date and vacated.

Status Conference Re: Administratrion of Settlement Funds is scheduled for 09/05/2025 at 08:30 AM in Department 72 at Stanley Mosk Courthouse.

Plaintiff is to give notice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On January 8, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

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Attorneys for Defendants Praesidium Diagnostics LLC; Sameday Health Inc.; and Sameday Technologies Inc.

[X] BY E-MAIL
The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 8, 2025, at Glendale, California.

Jhessica Tor

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203