

1 **INTRODUCTION**

2 This Class and Representative Action Settlement Agreement (“Settlement Agreement”) is
3 made and entered into by and between Plaintiff SERGIO LOPEZ (“Class Representative,”
4 “Plaintiff,” or “LOPEZ”), individually and on behalf of all putative class members and aggrieved
5 employees, on the one hand, and Defendant PK HEALTHCARE SERVICES, INC. DBA ONSITE
6 WELLNESS (“Defendant” or “ONSITE WELLNESS”), on the other hand. LOPEZ and ONSITE
7 WELLNESS are collectively referred to herein as the “Parties.” This Settlement Agreement is
8 subject to the terms and conditions set forth below and the Court’s approval. This Settlement
9 Agreement completely resolves the wage and hour class and representative action filed by LOPEZ
10 against Defendant ONSITE WELLNESS on November 3, 2021, Los Angeles Superior Court,
11 Case No. 21STCV40523.

12 **I. DEFINITIONS**

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement shall also be applicable.

15 1. “Action” means the case entitled *Sergio Lopez v. PH Healthcare Services, Inc.*
16 *d.b.a. OnSite Wellness*, Case No. 21STCV40523, pending before the Court.

17 2. “Class” means all individuals who are or were employed by ONSITE WELLNESS
18 as non-exempt employees in California during the Class Period. Members of the Class are
19 referred to herein individually as a “Class Member” and collectively as “Class Members.”
20 ONSITE WELLNESS represents that the Class includes approximately 247 Class Members as of
21 July 27, 2022.

22 3. “Class List” means a list of Class Members that ONSITE WELLNESS will
23 compile from its records.

24 4. “Class Period” means the time period from November 3, 2017 through September
25 15, 2022.

26 5. “Court” means the Los Angeles Superior Court.

27 6. “Defendant’s Counsel” means Atkinson, Andelson, Loya, Ruud & Romo.

28 7. “Effective Date” means the latter of: (a) if no objections to the Settlement

Agreement are made in writing or at the hearing for Final Approval, the date the Court enters Judgment and service of entry of judgment is received by Defendant; (b) if objections are made in writing or at the hearing for Final Approval and overruled, and no appeal is taken of the order granting Final Approval, then the Effective Date shall be three (3) calendar days after the deadline to file an appeal of the order granting Final Approval; or (c) if one or more appeals are taken from the Court's overruling of any objections to the settlement, then the Effective Date shall be three (3) calendar days after any appeal is dismissed or the order granting Final Approval of the settlement is affirmed after an appeal, and the order granting Final Approval is not subject to further review and becomes final.

8. "Final Approval" means the Court Order granting final approval of the Settlement Agreement and entering final judgment thereon.

9. "Individual Settlement Payment" means each Participating Class Member's and/or PAGA Group member's pro rata share of the Net Settlement Proceeds calculated in accordance with the Individual Settlement Payment calculations described below.

10. "Maximum Settlement Amount" means the total amount (along employer payroll taxes for wage payments under the Settlement Agreement) ONSITE WELLNESS is required to pay under this Settlement Agreement, subject to LOPEZ obtaining Final Approval and the Effective Date occurring. The Maximum Settlement Amount includes only (and all subject to Court approval): (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the Labor Workforce and Development Agency ("LWDA") pursuant to PAGA; (5) all costs of administration, including, without limitation, the Settlement Administrator's fees and expenses; and (6) the Individual Settlement Payments paid to Participating Class Members and PAGA Group Members.

11. "Net Settlement Amount" means the portion of the Maximum Settlement Amount, less the amounts approved and awarded by the Court for: (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the LWDA pursuant to PAGA; (5) all costs of administration,

including, without limitation, the Settlement Administrator's fees and expenses.

12. "Notice Deadline" means the date by which Class Members must submit to the Settlement Administrator a valid request to be excluded from the settlement, object to the settlement, or dispute the number of workweeks worked during the Class Period. If the date of the Notice Deadline falls on a Sunday or federal holiday, the time to object will be extended to the next calendar day on which the U.S. Postal Service is open.

13. "Notice of Settlement" means the notice that the Court approves and orders to be sent to all Class Members advising them of their rights under this Settlement Agreement. The Notice of Settlement is attached hereto as Exhibit 1.

14. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

15. "PAGA Group" means all non-exempt, hourly-paid California employees employed by ONSITE WELLNESS during the PAGA Period. Members of the PAGA Group are referred to herein individually as a "PAGA Group Member" and collectively as "PAGA Group Members."

16. "PAGA Payment" means the amount that the Parties have agreed to allocate from the Maximum Settlement Amount in order to settle claims arising under PAGA.

17. "PAGA Period" shall mean the period from November 3, 2020 through September 15, 2022.

18. "Participating Class Members" or "Settlement Class" means all Class Members who do not submit a valid request to be excluded from the settlement, consistent with the terms set forth in this Settlement Agreement.

19. "Plaintiff's Counsel" or "Class Counsel" means Melmed Law Group P.C., counsel of record for LOPEZ.

20. "Preliminary Approval" means the Court Order granting preliminary approval of the Settlement Agreement.

21. "Qualified Settlement Account" means the account established by the Settlement Administrator into which the Maximum Settlement Amount and all employer payroll taxes

1 associated therewith shall be deposited by ONSITE WELLNESS.

2 22. "Released Parties" means ONSITE WELLNESS, its past, present, and/or future
3 owners, officers, directors, managing agents, trustees, payroll processors, independent contractors,
4 members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders,
5 successors, predecessors and agents, ONSITE WELLNESS's past, present, and/or future parent,
6 subsidiary, or affiliated entities, DBAs and franchisors, and each of their owners, officers,
7 directors, managing agents, trustees, payroll processors, independent contractors, members,
8 managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and
9 agents.

10 23. "Released Claims" means any and all claims, damages, or causes of action alleged
11 in, or arising out of, the allegations in the originally filed Complaint, First Amended Complaint,
12 filed in the Action and the PAGA Notice, which were alleged or that could have been alleged by
13 LOPEZ and/or any Participating Class Member in such complaints and/or the PAGA Notice based
14 on any of the factual allegations contained in such complaints and/or the PAGA Notice, including,
15 but not limited to, claims under state, federal (i.e., Fair Labor Standards Act (FLSA)) or local law,
16 including, but not limited to claims for unpaid wages, claims for the failure to pay minimum
17 wages, claims for the failure to pay overtime wages, claims related to missed meal and rest breaks
18 or periods and nonpayment of premium pay for such, failure to comply with itemized employee
19 wage statement provisions, failure to pay wages due at separation, failure to timely pay wages
20 during employment, failure to keep requisite payroll records, the failure to reimburse for business
21 expenses, unfair competition, and the payment of any penalties (including PAGA). The Released
22 Claims specifically include, but are not limited to, all claims arising under California Labor Code
23 sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
24 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800 and 2802, the Wage Orders of the
25 California Industrial Welfare Commission, California Business and Profession Code sections
26 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and California common law of
27 contract, interest and claims for attorney's fees relating in any way to those claims alleged and
28 mentioned in the complaint(s) and/or PAGA Notice.

24. “Released PAGA Claims” means any and all claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA Notice sent by Plaintiff to the LWDA; those being California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, the IWC Wage Orders as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA.

25. “Service Award” means an award approved by the Court to the Class Representative in exchange for a general release, and in recognition of his efforts and work in prosecuting the Action on behalf of all Class Members.

26. “Settlement Administrator” means a third-party class action settlement administrator mutually agreed to by the Parties and approved by the Court for the purposes of administering this settlement.

27. “Settlement Administration Costs” mean all the expenses payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement Agreement, including, but not limited to, calculating weeks of employment from the Class List, printing, translating into Spanish, distributing and tracking forms for this settlement, mailing notices, calculating awards, processing requests for exclusion and objections, performing necessary skip traces on Notices of Settlement returned as undeliverable, mailing Participating Class Members and PAGA Group Members settlement checks, issuing any required tax reporting forms, distributing the Maximum Settlement Amount and Net Settlement Amounts and providing necessary reports and declarations, as requested by the Parties, Class Counsel and Defendant’s Counsel, among other things in this Settlement Agreement.

28. “Workweeks” mean the total number of weeks Class Members worked at least one shift for ONSITE WELLNESS in a non-exempt, hourly-paid position in California at any of its worksites during the Class Period. Workweeks shall be calculated by counting the number of wage statements each Class Member received by ONSITE WELLNESS in a non-exempt, hourly-paid position during the Class Period and dividing that sum by two to represent the total number of workweeks worked during the Class Period.

II. PROCEDURAL AND FACTUAL BACKGROUND

29. On November 3, 2021, Plaintiff LOPEZ filed a Complaint in the Los Angeles Superior Court on behalf of himself and all others similarly situated (i.e. on a class basis) alleging wage and hour violations pertaining to his employment with Defendant ONSITE WELLNESS. Such claims include: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide rest breaks; (4) failure to provide meal breaks; (5) failure to maintain accurate employment records; (6) failure to pay wages timely during employment; (7) failure to provide accurate itemized wage statements; and (8) failure to indemnify all business expenditures. On August 31, 2021, LOPEZ filed a First Amended Complaint to include a ninth cause of action for civil penalties under the California Private Attorneys General Act (“PAGA”). Plaintiff simultaneously added two other causes of action: (1) failure to pay all wages at the end of employment and (2) violations of California’s Unfair Competition Law. Plaintiff complied with the PAGA notice provision by filing a notice with the California Labor and Workforce Development Agency (“LWDA”) on or around November 3, 2021 (“PAGA Notice”).

30. After the filing of the Action, LOPEZ and ONSITE WELLNESS engaged in informal discovery including the production of time records and payroll records for ONSITE WELLNESS’s employees, as well as other data regarding ONSITE WELLNESS’s employees. The parties exchanged substantial informal discovery and engaged in conferences regarding LOPEZ’s claims and the claims of the alleged aggrieved employees, the value of those claims, and ONSITE WELLNESS’s defenses to those claims.

31. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of Plaintiff’s claims and of Defendant’s defenses to them. On July 27, 2022, the Parties attended a full-day mediation with experienced employment law mediator, Dennis Moss, which, via the mediation and a mediator’s proposal therefrom, reached an arm’s-length, mediated confidential settlement of the dispute between them, the terms of which are elaborated in this Agreement.

32. ONSITE WELLNESS denies any liability or wrongdoing of any kind associated with the claims alleged in the PAGA Notice, originally filed Complaint, and First Amended

1 Complaint, and further denies that the Action is appropriate for class treatment for any purpose
2 other than this settlement. ONSITE WELLNESS contends that it has complied with the California
3 Labor Code at all times. It is ONSITE WELLNESS's position that, if this case were to be
4 litigated, class certification would be denied, and the PAGA claims would be found to be without
5 procedural and substantive merit.

6 33. The Parties expressly acknowledge that this Settlement Agreement is entered into
7 solely for the purpose of compromising significantly disputed claims. The Action, the negotiation
8 and execution of this Settlement Agreement, and all acts performed or documents executed
9 pursuant to or in furtherance of the Settlement Agreement (i) shall not be used as an admission or
10 evidence of wrongdoing on behalf of ONSITE WELLNESS; (ii) shall not be an admission or
11 evidence of fault on behalf of ONSITE WELLNESS in any action before a civil, criminal, or
12 administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission
13 or evidence of the appropriateness of these or similar claims for class certification in the Action or
14 with respect to any other proceeding.

15 34. Class Counsel represent they have conducted a thorough investigation into the facts
16 and law during the prosecution of the Action, including the exchange of extensive informal
17 discovery and the review and verification of statistical data and other facts and information
18 provided by ONSITE WELLNESS. Counsel for the Parties also represent they have investigated
19 the applicable law as applied to the facts discovered regarding the alleged claims of LOPEZ, the
20 putative Class, allegedly aggrieved employees, and the potential defenses thereto.

21 35. Based on their own independent investigation and evaluation, Class Counsel are of
22 the opinion (and will so represent to the Court) that settlement for the consideration and on the
23 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
24 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
25 significant delay, the risk any class claims would not be certified by the Court, and the risk of
26 successful defenses asserted by ONSITE WELLNESS. ONSITE WELLNESS and its counsel
27 also agree (and will so represent to the Court) that this settlement is fair and in the best interest of
28 the Settlement Class.

36. The Parties agree that the Class described herein may be certified for settlement purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of the Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding. The Parties further agree that by entering this settlement, ONSITE WELLNESS is not waiving any other defenses to the claims.

III. TERMS OF AGREEMENT

37. Terms of this Settlement Agreement are Subject to Court Approval. All terms set forth in this Settlement Agreement are subject to Court approval. The Parties stipulate to class certification for purposes of settlement only. LOPEZ shall apply to the Court for approval of the Settlement Agreement and for class certification solely for purposes of effectuating this settlement. ONSITE WELLNESS shall not oppose such application, provided it does not deviate from this Settlement Agreement. If, for any reason, the settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of settlement is not an admission that class certification is proper under the standard applied to contested certification motions and that this settlement will not be admissible in this, or in any other, legal process or proceeding as evidence that (i) a class should be certified or (ii) ONSITE WELLNESS is liable to LOPEZ or any other Class Members

38. Overview of Payment Structure. This settlement is made on a non-reversionary basis. This settlement shall consist of a Maximum Settlement Amount which, in turn, includes only (and all subject to Court approval): (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the LWDA pursuant to PAGA; (5) all costs of administration, including, without limitation, the Settlement Administrator's fees and expenses; and (6) the Individual Settlement Payments paid to Participating Class Members and PAGA Group Members.

39. Payments Made by ONSITE WELLNESS. The following are all amounts ONSITE WELLNESS will pay pursuant to this Settlement Agreement:

a. *Maximum Settlement Amount.* ONSITE WELLNESS shall pay One Hundred Fifty Two Thousand Five Hundred Dollars (\$152,500) to fund settlement of the Action. The payments by ONSITE WELLNESS pursuant to this Settlement Agreement shall settle all claims released herein. The settlement payment is not being made for any other purpose and will not be construed as compensation for determining eligibility for any health and welfare benefits or unemployment compensation. The Maximum Settlement Amount shall also include any interest that accrues in the Qualified Settlement Account created by the Settlement Administrator.

b. *Employer Payroll Taxes.* ONSITE WELLNESS shall be responsible for paying employer payroll taxes on wage payments made pursuant to the Settlement Agreement in addition to the Maximum Settlement Amount.

c. *No Other Amounts.* ONSITE WELLNESS is under no obligation under this Settlement Agreement to pay, and shall not pay, anything other than the Maximum Settlement Amount and the employer payroll taxes referred to above.

40. Funding and Disbursement of Payments Made by ONSITE WELLNESS. ONSITE WELLNESS shall deposit the Maximum Settlement Amount, plus all employer taxes due under on wage payments to be made under this Settlement Agreement, with the Settlement Administrator no later than sixty (60) calendar days after the Effective Date. The Settlement Administrator shall disburse the Maximum Settlement Amount to the recipients designated herein no later than 15 calendar days after ONSITE WELLNESS' payment above.

41. Payment of Class Counsel's Attorneys' Fees and Litigation Costs and Expenses. ONSITE WELLNESS agrees not to object to, undermine or oppose any application or motion by Class Counsel for an award of attorneys' fees not to exceed Fifty Thousand Eight Hundred Thirty-Three Dollars and 33/100 (\$50,833.33) or 33% of the Maximum Settlement Amount, and reasonable litigation-related costs and expenses not to exceed Ten Thousand Dollars (\$10,000) which is subject to review and final approval by the Court. If approved, the Court's award of attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel shall be paid

from the Maximum Settlement Amount. Any portion of the amounts sought by Class Counsel not awarded by the Court shall revert back to the Net Settlement Amount for distribution to Participating Class Members, and will not revert to ONSITE WELLNESS under any circumstance. The attorneys' fees and litigation costs and expenses of Class Counsel include, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing Court approval of the settlement, and obtaining judgment in the Action. Neither Plaintiff nor Class Counsel will be entitled to any other attorney fees or costs from ONSITE WELLNESS other than awarded by the Court pursuant to this Settlement Agreement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph. IRS Form 1099 shall be provided to Class Counsel for the payments made pursuant to this paragraph.

42. Service Award. ONSITE WELLNESS agrees not to oppose or object to any application or motion for a Service Award to the Class Representative in an amount equal to or less than Five Thousand Dollars (\$5,000), which shall be payable from the Maximum Settlement Amount and shall be in addition to payment of the Individual Settlement Payment payable to him, and is further consideration for settling this matter and in exchange for the release of all claims by Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099 for the Service Award. The Class Representative shall be solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this paragraph. Any reduction in the amount of the Service Award by the Court shall remain in the Net Settlement Amount to be distributed to Participating Class Members.

43. PAGA Payment. The Parties agree that Ten Thousand Dollars (\$10,000) shall be allocated to settle the claims pursuant to the PAGA. Of this amount, seventy-five percent (75%) or \$7,500 shall be made payable to the LWDA and twenty-five percent (25%) or \$2,500 shall be distributed to PAGA Group Members as part of the Net Settlement Amount. The amount of any reduction of the PAGA Payment by the Court shall remain in the Net Settlement Amount to be distributed to Participating Class Members.

44. Settlement Administration Costs. Subject to Court approval, the Parties have

1 agreed that ILYM Group, Inc./Phoenix Settlement Administrators, and CPT Group, Inc. will serve
2 as a neutral third-party claims or settlement administrator to perform all acts required by the
3 Settlement Agreement. The Parties each represent that they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
5 that could create a conflict of interest. The Settlement Administrator shall be paid for the
6 Settlement Administration Costs. Settlement Administration Costs are expected to total no more
7 than Ten Thousand Dollars (\$10,000). Any portion of the Settlement Administration Costs which
8 is not used shall be returned to the Net Settlement Amount for pro rata distribution to Participating
9 Class Members, and will not revert to ONSITE WELLNESS under any circumstance. The
10 Settlement Administration Costs shall be paid from the Maximum Settlement Amount and shall
11 cover all costs of the administration of the settlement. No fewer than ten (10) calendar days prior
12 to the Final Approval hearing, the Settlement Administrator shall provide the Court and all
13 counsel for the Parties with a statement detailing the Settlement Administration Costs. The Parties
14 agree to cooperate in the settlement administration process and to make all reasonable efforts to
15 control and minimize the costs and expenses incurred in the administration of the settlement. An
16 IRS Form 1099 shall be issued to the Settlement Administrator.

17 45. Net Settlement Amount. The Net Settlement Amount shall be available for
18 distribution to Participating Class Members and PAGA Group Members in accordance with the
19 notice procedure and formula set forth in this Settlement Agreement.

20 **IV. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND**
21 **BETWEEN PRELIMINARY AND FINAL APPROVAL**

22 46. Promptly after the execution of this Settlement Agreement, Class Counsel shall
23 move the Court for Preliminary Approval of the Settlement and obtain entry of an order
24 accomplishing the following:

25 a. Provisionally certifying the Action under California law as a class action for
26 purposes of this settlement only;

27 b. Preliminarily approving the settlement subject only to objections of Class
28 Members, the terms of the Parties' Settlement Agreement, and final approval by the Court;

1 c. Approving as to form and content the proposed Notice of Settlement
2 attached hereto as Exhibit 1;

3 d. Directing the mailing of the Notice of Settlement by first-class mail to the
4 Class Members;

5 e. Preliminarily appointing LOPEZ as Class Representative and Plaintiff's
6 Counsel as Class Counsel (only for purposes of effectuating and implementing this Settlement
7 Agreement);

8 f. Preliminarily approving the application for payment of reasonable
9 attorneys' up to 33% of the Maximum Settlement Amount, but not to exceed \$50,833.33; and
10 reimbursement of reasonable litigation-related costs and expenses not to exceed \$10,000 payable
11 to Class Counsel;

12 g. Preliminarily approving the Service Award to the Class Representative in
13 an amount equal to \$5,000;

14 h. Preliminarily approving settlement administration services by Settlement
15 Administrator and its estimated Settlement Administration Costs of up to \$10,000.

16 i. Preliminarily approving the allocation of civil penalties pursuant to PAGA
17 in the amount of \$10,000, seventy-five percent (75%) of which or \$7,500 shall be payable to the
18 LWDA and twenty-five percent (25%) of which or \$2,500 shall be distributed to PAGA Group
19 Members from the Net Settlement Amount; and

20 j. Scheduling a hearing for Final Approval on the question whether the
21 proposed settlement should be finally approved as fair, reasonable and adequate to Class
22 Members.

23 k. The form and content of the proposed Preliminary Approval order is
24 attached as Exhibit 2 to this Settlement Agreement.

25 47. LOPEZ shall submit this Settlement Agreement in support of the Motion for
26 Preliminary Approval. Class Counsel shall not file said motion or any other documents associated
27 with same unless and until Defendant's Counsel has approved the contents thereof.

28 48. LOPEZ shall also submit this Settlement Agreement to the LWDA (as required by

1 Labor Code § 2699(1)(2)).

2 49. Class Counsel will file a Motion for Final Approval of the Settlement and
3 supporting documents with the Court no later than sixteen (16) court days prior to the Final
4 Approval Hearing. Supporting documents shall include, but are not limited to: (a) a declaration by
5 the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement
6 required to be mailed to Class Members by this Settlement Agreement, and of the delivery results
7 of the Settlement Administrator's mailings, including tracing and re-mailing efforts; and (b) a
8 proposed Order and Judgment granting Final Approval. Class Counsel will send Defendant's
9 Counsel the final approval motion for review and approval prior to the filing of same.
10 Defendant's Counsel shall have at least five (5) business days in which to review and approve the
11 Motion for Preliminary Approval and the Motion for Final Approval.

12 50. ONSITE WELLNESS will not object to or oppose Preliminary or Final Approval
13 of the settlement, including application by Class Counsel for the Service Award, attorneys' fees
14 and reimbursement of litigation-related costs and expenses as set forth above, provided the
15 motions do not deviate from the terms of this Settlement Agreement.

16 51. Class Counsel will submit with the motion for Final Approval a proposed Order
17 and Judgment granting Final Approval. The proposed Order and Judgment granting Final
18 Approval shall include the following findings and orders:

- 19 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable
20 and adequate, and directing that its terms and provisions be carried out;
- 21 b. Approving payment of the Service Award to the Class Representative;
- 22 c. Approving Class Counsel's application for an award of reasonable
23 attorneys' fees and reimbursement of reasonable litigation-related costs and expenses;
- 24 d. Approving the Settlement Administration Costs;
- 25 e. Approving payment of civil penalties to the LWDA and the PAGA Group
26 Members;
- 27 f. Ordering the payment of Individual Settlement Payments in accordance
28 with the terms of this Agreement;

g. Listing the individuals who opted-out of the Settlement and will not be included in the releases or bound by the Judgment.

h. Entering Final Approval releasing all Released Claims of the Participating Class Members against all Released Parties;

i. Entering judgment in this Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h);

j. Requiring the Settlement Administrator to post a copy of the Judgment on its website for a period of at least 30 days from the date the Judgment is executed in compliance with Cal. Rules of Court, Rule 3.771(b); and

k. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the settlement and the Court's orders; and

l. The form and content of the proposed Order and Judgment granting Final Approval is attached as Exhibit 3 to this Settlement Agreement.

V. DUTIES OF THE PARTIES AFTER FINAL APPROVAL

52. Following entry of the Court's Order and Judgment granting Final Approval of the Settlement Agreement, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including, but not limited to the following:

a. Class Counsel will immediately file and serve a written Notice of Entry of judgment or a filed-endorsed copy of the judgment, accompanied by proof of service, on any person who objected to the settlement in writing or at the hearing on the Motion for Final Approval;

b. Should an appeal be taken from the Order and Judgment granting Final Approval of the Settlement Agreement, all Parties will support the Order and Judgment granting Final Approval on appeal;

c. Class Counsel and Defendant's Counsel will reasonably assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and PAGA Group Members entitled to payments from the Net Settlement Amount and assuring delivery of such payments;

d. Class Counsel and Defendant's Counsel will reasonably assist the Settlement Administrator as needed or requested in responding to late requests for payments from the Net Settlement Amount;

e. Class Counsel and Defendant's Counsel will ensure that the Settlement Administrator will certify to the Court completion of all payments required to be made by this Settlement Agreement.

VI. PROCEDURE AND ADDITIONAL TERMS

53. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure:

a. *Delivery of the Class List.* Within twenty-one (21) calendar days from Class Counsel providing notice to Defendant's Counsel that the order granting preliminary approval has been provided to the Settlement Administrator, ONSITE WELLNESS shall provide the Class List to the Settlement Administrator. The Class List shall contain (to the extent available in ONSITE WELLNESS' business records) Class Members' full name, last known addresses, social security numbers, the total number of workweeks worked during the Class Period, and the total number of pay periods worked during the PAGA Period as non-exempt, hourly-paid employees of ONSITE WELLNESS. The Class List information shall remain confidential and shall not be disclosed to anyone, including Class Counsel, except to carry out reasonable efforts described below, or pursuant to express written authorization by ONSITE WELLNESS. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. The Settlement Administrator will perform address updates and verifications as necessary prior to the first mailing.

b. *Notice.* A notice of pendency of class action, proposed settlement and hearing date for Court approval (previously defined as Notice of Settlement), substantially in the form attached hereto as Exhibit 1 and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members (in English), by first class mail, within fourteen (14) calendar days after receipt of the Class List. The Notice of Settlement shall be sent via regular First Class U.S. Mail, using the most updated mailing addresses, and advise Class Members of the terms of

1 the settlement, their ability to object to the settlement in writing and/or in person, and their ability
2 to submit a Request for Exclusion. The Notice of Settlement will further inform Class Members of
3 the Court-established deadlines for filing objections and requesting to be excluded from the Class.
4 The Notice of Settlement will also include the calculation of Workweeks during the applicable
5 Class Period and calculation of the Class Member's estimated payment (which will be based upon
6 the assumption that the requests for attorney's fees and costs and the Service Award are awarded
7 in full).

8 c. *Procedure for Lost and Undeliverable Notices.* Any Notice of Settlement
9 returned to the Settlement Administrator as non-delivered on or before the Notice Deadline shall
10 be sent to the forwarding address affixed thereto, if a forwarding address is provided. If no
11 forwarding address is provided, the Settlement Administrator shall promptly, but no later than five
12 (5) business days of receiving notice that the Notice of Settlement was undeliverable, attempt to
13 determine a correct mailing address using a skip-trace, or similar search, using the name, address
14 and/or social security number of the Class Member involved, and promptly re-mail the Notice of
15 Settlement. If after the Notice of Settlement is still returned to the Settlement Administrator as
16 non-deliverable after re-mailing, that individual will be deemed a Participating Class Member for
17 purposes of the Released Claims (as defined below), and the Settlement Administrator will have
18 no further obligation to obtain the Class Member's current address. The Notice Deadline for any
19 Class Member who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar
20 days from the date of the re-mailing or the original sixty (60) calendar day deadline, whichever is
21 later.

22 54. Request for Exclusion Procedure. The Notice of Settlement shall provide Class
23 Members with instructions on how to exclude themselves or "opt out" if they do not wish to
24 participate in this settlement.

25 a. Class Members who wish to opt out of this settlement must mail a written
26 request to be excluded from the Settlement ("Request for Exclusion") to the Settlement
27 Administrator no later than sixty (60) calendar days after the initial mailing of the Class Notice,
28 unless extended pursuant to a re-mailing, or unless the Court requires a longer period, in which

case the Court-ordered deadline period will apply. To be valid, a Request for Exclusion must include the Class Member's name, signature, the last four digits of their Social Security Number, and a clear statement indicating they wish to be excluded from the settlement. In order to be valid, a Class Member's Request for Exclusion must be postmarked, faxed, or e-mailed to the Settlement Administrator no later than the Notice Deadline.

b. Within five (5) calendar days after receipt by the Service Administrator of each timely-submitted Request for Exclusion, the Service Administrator will send a deficiency notice to such Class Members requesting exclusion and note any irregularities in the Request for Exclusion (such as failure to sign or include last four (4) digits of the Class Member's social security number). The deficiency notice will provide the Class Members no more than five (5) calendar days from the mailing of the deficiency notice to resubmit a revised Request for Exclusion that cures all deficiencies. The failure of a Class Member to cure all deficiencies in a timely manner shall invalidate the Request for Exclusion and will not be subject to cure.

c. A Class Member who does not properly and timely submit a Request for Exclusion of the Settlement Agreement in the manner and by the deadline specified above will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement Agreement, including its release of claims, if the Settlement Agreement is approved by the Court, and be bound by the Final Approval Order, regardless of whether he or she has objected to the Settlement Agreement. In consideration for settlement and release of all claims of the Participating Class Members against ONSITE WELLNESS, each Participating Class Member will receive a pro rata share of the Net Settlement Amount.

d. A Class Member who properly and timely submits a Request for Exclusion of the Settlement Agreement will not become a Participating Class Member, will not be bound by the Settlement Agreement, and will not have a right to appear at the Final Approval hearing to have any objections to the settlement heard by the Court.

e. To the extent any Class Member submits a Request for Exclusion, that Class Member's unclaimed portion shall be reallocated to the Net Settlement Amount. Increases to Participating Class Member payments shall be allocated on a proportional basis based on the

size of each Participating Class Member's Workweeks.

f. Counsel for the Parties shall not discourage any Class Member from participating in, objecting to or opting out of the settlement.

g. If more than ten percent (10%) of Class Members timely and properly submit a Request for Exclusion, then ONSITE WELLNESS shall have the right, in its sole discretion, to void and revoke the Settlement Agreement and its stipulation to class certification.

All signatories and their counsel must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. Objective statements to Class Members who call Class Counsel with inquiries regarding the settlement, or the exercise of Class Counsel's ethical obligations, shall not be deemed a violation of the prohibitions contained herein.

In the event of such a rescission, no party may use the fact that the Parties agreed to settle this case as evidence of ONSITE WELLNESS' liability in this Action or the lack thereof.

h. Defendant represented that as of July 27, 2022, the class consisted of approximately 247 current and former non-exempt employees that worked a total of approximately 5,721 workweeks through July 27, 2022. If the number of workweeks, through July 27, 2022 is greater than 10% above that represented by Defendant in advance of mediation as described above, then the GSA shall be increased proportionately for each additional week worked.

i. The Settlement Administrator will notify the Parties of the total number of valid Requests for Exclusion forms and identify the individuals who submitted a request for exclusion within ten (10) calendar days after the Notice Deadline. ONSITE WELLNESS shall have five (5) business days to notify Class Counsel in writing of ONSITE WELLNESS' intent to revoke the Settlement Agreement, including conditional class certification.

j. Class Members who are also PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a request for exclusion.

55. Objection Procedure. Class Members who wish to object to this settlement should notify the Settlement Administrator in writing, via mail, e-mail, or fax, that they object to the settlement by the Notice Deadline. In order to be valid, a Class Member's objection to the settlement must be postmarked, faxed, or e-mailed to the Settlement Administrator no later than the Notice Deadline. The Settlement Administrator shall notify and submit a copy of the objection to Class Counsel and Defendant's Counsel forthwith and Class Counsel shall lodge a copy of the objection with the Court. Any objection sent to the Settlement Administrator must be postmarked no later than the Notice Deadline, unless the Court requires a longer period, in which the Court ordered objection period will apply. The objection should provide the name of the Class Member, all facts and reasons why the Class Member is objecting to the settlement along with any legal authority, and signed by the Class Member. Class Members shall be permitted to rescind their objections in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day before the Court's Final Approval hearing or as otherwise ordered by the Court. Whether or not they timely submit a written objection, Class Members may appear at the Final Approval hearing to have their objections heard by the Court.

56. Disputed Information on Notice of Settlement. Each Class Member shall have an opportunity to dispute the number of Workweeks attributed to him or her as identified in the Class Notice. To the extent a Class Member disputes the number of Workweeks identified and listed in the Class Notice, the Class Member may produce evidence to the Settlement Administrator showing that such information is inaccurate. In order to be valid, a Class Member's dispute the number of Workweeks, and the evidence in support of such dispute, must be received by the Settlement Administrator no later than the Notice Deadline. Absent evidence rebutting ONSITE WELLNESS' records, ONSITE WELLNESS' records will be presumed determinative. Defense Counsel and Class Counsel shall jointly determine the number of eligible Workweeks that should apply. If the Defense Counsel and Class Counsel cannot agree the dispute will be submitted to the Court.

57. The Settlement Terms Bind All Class Members Who Do Not Submit a Timely and Valid Request for Exclusion. Any Class Member who does not affirmatively opt-out of the

Settlement Agreement by submitting a timely and valid Request for Exclusion consistent with the terms of this Settlement Agreement shall be bound by all of its terms, including those pertaining to the Released Claims (as defined below), as well as any Final Approval that may be entered by the Court when it grants Final Approval of the settlement.

58. Certification Reports Regarding Requests for Exclusion, Disputes, and Undeliverable Notices. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a valid or defective Request for Exclusion; (b) the number of Class Member who have disputed the number of Workweeks contained in their Notice of Settlement; and (c) the number of returned, undeliverable and/or re-mailed Notices of Settlement. Additionally, the Settlement Administrator shall provide to Defendant's Counsel and Class Counsel any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Individual Settlement Payment Calculations. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. Should any question arise regarding the determination of eligibility for participation in the settlement or the amount of any Individual Settlement Payment under the terms of this Settlement Agreement, Class Counsel and Defendant's Counsel will meet and confer and attempt to reach agreement. Any unresolved disputes concerning the administration of the Settlement Agreement will be resolved by the Court, under the laws of the State of California.

60. Method of Calculating the Individual Settlement Payments: Individual Settlement Payments will be calculated as follows:

a. *PAGA Group Members.* The Settlement Administrator will calculate the total Workweeks for all PAGA Group Members by adding the number of workweeks worked by each PAGA Group Member during the PAGA Period. The amount that each PAGA Group Member will be eligible to receive will be calculated by dividing each PAGA Group Member's individual Workweeks by the total Workweeks of all PAGA Group Members, and multiplying the resulting fraction by \$2,500. The Settlement Administrator will determine the total number of

1 qualifying Workweeks for each PAGA Group Member which will be finalized after approval by
2 the Parties.

3 b. *Participating Class Members.* The Settlement Administrator will calculate
4 the total Workweeks for all Participating Class Members by adding the number of workweeks
5 worked by each Participating Class Member during the Class Period. The amount that each
6 Participating Class Member will be eligible to receive will be calculated by dividing each
7 Participating Class Member's individual Workweeks by the total Workweeks of all Participating
8 Class Members, and multiplying the resulting fraction by the Net Settlement Amount less the
9 \$2,500. The Settlement Administrator will determine the total number of qualifying Workweeks
10 for each Participating Class Member which will be finalized after approval by the Parties.

11 c. *Calculation of Individual Settlement Payment.* For Participating Class
12 Members who are also PAGA Group Members the Individual Settlement Payment will be the sum
13 of the amounts calculated for that Class Member in paragraphs 60.a. and 60.b. For Participating
14 Class Members who not are also PAGA Group Members the Individual Settlement Payment will
15 be the amount calculated for that Class Member in paragraph 60.b. For PAGA Group Members
16 who are not also Participating Class Members, the Individual Settlement Payment will be the
17 amount calculated for that PAGA Group Member in paragraphs 60.a. The Settlement
18 Administrator will determine the amounts of the payments to each Class Member will be finalized
19 after approval by the Parties.

20 61. Allocation and Tax Treatment of Individual Settlement Payments. Individual
21 Settlement Payments shall be allocated as follows: Twenty percent (20%) of the Individual
22 Settlement Payment (excluding any portion of the share of the PAGA Payment) to Participating
23 Class Members as wages; Seventy-Nine percent (79%) of the Individual Settlement Payment
24 (excluding any portion of the share of the PAGA payment) to Participating Class Members as non-
25 wage statutory damages and interest; and One percent (1%) of the Individual Settlement Payment
26 to Participating Class Members as penalties. Portions of each Individual Settlement Payment
27 allocated as wages will be reported on an IRS Form W-2. Portions allocated as non-wage statutory
28 damages and interest, and those portions allocated as PAGA penalties, will be reported on an IRS

1 Form 1099.

2 62. Payment of Individual Settlement Payments. The Settlement Administrator shall
3 have the authority and obligation to make all payments, credits and disbursements, calculated in
4 accordance with the methodology set forth in this Settlement Agreement and orders of the Court.
5 The Settlement Administrator's duties will include reporting payment of the Individual Settlement
6 Payments to all required taxing and other authorities, taking appropriate withholding from the
7 Individual Settlement Payments, and issuing the appropriate IRS Forms W-2 and 1099. No person
8 shall have any claim against ONSITE WELLNESS, Defendant's Counsel, LOPEZ, Class Counsel,
9 the Settlement Administrator, or any Participating Class Member and/or PAGA Group Member
10 based on distributions and payments made in accordance with this Settlement Agreement.

11 63. No Credit Toward Employer Provided Benefit Plans. All Individual Settlement
12 Payments to Participating Class Members and PAGA Group Members shall be deemed to be
13 income to such Participating Class Members or PAGA Group Members solely in the year in which
14 such awards actually are received by the Participating Class Members and PAGA Group
15 Members. It is expressly understood and agreed that the receipt of such Individual Settlement
16 Payments will not entitle any Participating Class Member or PAGA Group Member to additional
17 compensation or benefits under any company bonus, paid time off (including vacation and sick
18 leave), or other compensation or benefit plan or agreement in place during the period covered by
19 the Settlement Agreement, nor will it entitle any Participating Class Member or PAGA Group
20 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
21 compensation benefits. It is the intent of this Settlement Agreement that the Individual Settlement
22 Payments provided for in this Agreement are the sole payments to be made by ONSITE
23 WELLNESS to the Participating Class Members and PAGA Group Members in connection with
24 this Settlement Agreement, and that the Participating Class Members and PAGA Group Members
25 are not entitled to any new or additional compensation or benefits as a result of having received
26 the Individual Settlement Payments (notwithstanding any contrary language or agreement in any
27 benefit or compensation plan document that might have been in effect during the period covered
28 by this Settlement Agreement).

64. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

65. Non-Negotiated Settlement Checks. Participating Class Members and PAGA Group Member must cash each of their Individual Settlement Payment checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The Parties agree that any uncashed checks, subject to Court approval, shall be distributed to the Controller of

1 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
2 §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Group Members
3 who did not cash their checks until such time that they claim their property. The Parties agree that
4 this disposition results in no “unpaid residue” under California Civil Procedure Code section 384,
5 as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA
6 Group Members.

7 66. Settlement Administrator’s Final Report(s). Not less than ten (10) calendar days
8 after the Notice Deadline, the Settlement Administrator shall report to Defendant’s Counsel and
9 Class Counsel: (i) the names of individuals who opted-out of the settlement; (ii) the Individual
10 Settlement Payments owed to each Participating Class Member and/or PAGA Group Member; and
11 (iii) the final number of Class Members who have submitted objections and/or valid Requests for
12 Exclusion requests from the settlement. Upon completion of administration of the settlement, the
13 Settlement Administrator will provide a written declaration under oath to certify such completion
14 to the Court and counsel for all Parties. Additionally, once ONSITE WELLNESS fully funds the
15 Maximum Settlement Amount and payroll taxes, the Settlement Administrator will provide a
16 written declaration under oath to certify ONSITE WELLNESS’ full and final satisfaction of the
17 Maximum Settlement Amount and payroll taxes and for ONSITE WELLNESS’ use and records.

18 67. Release of Claims. Upon the funding of the Maximum Settlement Amount and all
19 applicable employer-side payroll taxes, and except as to such rights or claims as may be created by
20 this Settlement Agreement, each and every Participating Class Member, on behalf of themselves
21 and their heirs and assigns, releases the Released Parties from the Released Claims that arose
22 during the Class Period. A Participating Class Member’s cashing of the settlement check will be
23 considered a consent and opt-in to the settlement of all federal wage and hour claims under the
24 FLSA which are encompassed within these Released Claims, and each Participating Class
25 Member who cashes his or her settlement check will waive his or her rights to bring such claims
26 under the FLSA which arose during the Class Period. A Participating Class Member who does not
27 cash his or her settlement check will retain all rights and claims under the FLSA. However, the
28 settlement will still discharge and extinguish the claims described herein under California law,

1 including those for Participating Class Members who do not cash their settlement checks or who
2 do not opt out of the settlement.

3 68. Release of PAGA Claims. Upon the funding of the Maximum Settlement Amount
4 and all applicable employer-side payroll taxes, and except as to such rights or claims as may be
5 created by this Settlement Agreement, each and every PAGA Group Member, on behalf of
6 themselves and their heirs and assigns, and Plaintiff, on behalf of the State of California, releases
7 the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

8 69. General Release by Class Representative Only. Upon the funding of the Maximum
9 Settlement Amount and all applicable employer-side payroll taxes, the Class Representative
10 releases the Released Claims against the Released Parties, and makes the additional following
11 General Release in favor of the Released Parties:

12 a. The Class Representative individually hereby unconditionally waives and
13 forever releases, waives, discharges, any and all demands, damages, debts, liabilities, contracts,
14 obligations, actions, causes of action and claims of every kind, nature, and description whatsoever,
15 whether now known or unknown, suspected or unsuspected, including in equity or otherwise,
16 which he ever had or now has against the Released Parties arising or accruing at any time prior to
17 the Effective Date, including without limitation without limitation any matter, cause or claim
18 arising out of or related to facts or events occurring prior to the execution of this Settlement
19 Agreement, and/or related to LOPEZ's employment with ONSITE WELLNESS and his
20 separation therefrom. At a minimum, the claims released by the Class Representative include but
21 are not limited to: (a) any claims that were or could have been brought under California Labor
22 Code sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5,
23 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable
24 Industrial Welfare Commission Wage Orders, the FLSA, and all related or corresponding federal
25 laws, and all implementing regulations and interpreting guidance; (b) any claims that were or
26 could have been brought under California Corporations Code, and California Business and
27 Professions Code, including but not limited to California Business and Professions Code section
28 17200 et seq. as unlawful, fraudulent or misleading based on the claims, facts and allegations

1 alleged in the Action (including, but not limited to, claims of conduct unlawful under state or
2 federal law); (c) any other causes of action, including those seeking premiums, penalties, interest,
3 punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting,
4 whether such causes of action are in tort, contract, equity, statute, or common law; (d) any claims
5 under the Fair Employment and Housing Act, Americans with Disabilities Act, Age
6 Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any
7 other claims the Class Representative could have made related to his employment with ONSITE
8 WELLNESS. The Class Representative may hereafter discover facts in addition to or different
9 from those which he now knows or believes to be true, but stipulates and agrees that, upon the
10 funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, he
11 fully, finally, and forever settles and releases any and all claims, known or unknown, suspected or
12 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
13 or heretofore have existed, upon any theory of law or equity and without regard to the subsequent
14 discovery or existence of such different or additional facts. LOPEZ is deemed, by operation of the
15 Order granting Final Approval, to have agreed not to sue or otherwise make a claim against any of
16 the Released Parties for any claim.

17 b. The Class Representative acknowledges that he has had the opportunity to
18 review, and has reviewed, California Civil Code section 1542, which provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASING PARTY.

23 Being fully informed of this provision of the Civil Code and understanding its provisions,
24 the Class Representative agrees to waive any rights under that section, and acknowledges that this
25 Settlement Agreement and the release contained herein extends to all claims that he has or might
26 have against the Released Parties, including those which are presently unknown to him or that he
27 does not know or suspect to exist, which, if known by LOPEZ, might have affected his settlement
28 with, and release of, the Released Parties or might have affected his decision.

70. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark a request to be excluded from or objection to the Settlement Agreement, and with the Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness of the settlement, along with the amounts properly payable for (a) Individual Settlement Payments; (b) The Class Representative's Service Award; (c) Class Counsel's attorneys' fees and litigation costs and expenses; (d) Settlement Administration Costs; and (e) the PAGA Payment. Class Counsel will be responsible for drafting the attorneys' fees and costs application/motion to be heard at the Final Approval hearing, which such application/motion may be part of the Class Representative's motion for final approval.

71. Judgment and Continued Jurisdiction. Upon Final Approval of the settlement by the Court or at the time of or subsequent to the Final Approval hearing, the Parties shall present a Final Approval to the Court for approval and entry. After entry of the Final Approval, the Court shall have continuing jurisdiction under Code of Civil Procedure section 664.6 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b) Settlement Administration matters, (c) failure to timely pay all amounts owed by Defendant, and (d) such post-Final Approval matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

72. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a Request for Exclusion or written objections to the Settlement Agreement or to appeal from the Court's Final Approval.

73. Interim Stay of Proceedings. Pending completion of the settlement process, the Parties agree to a stay of all proceedings in the Action except such as are necessary to implement the Settlement itself and the Parties agree to refrain from further litigation of this matter, except as to proceedings necessary to implement and obtain an order granting Final Approval of the terms of the settlement.

74. Nullification of Settlement Agreement. In the event: (i) ONSITE WELLNESS

timely and properly revokes this Settlement Agreement as set forth in Section VI. Paragraph 54.(g) herein; (ii) the Court does not finally approve the Settlement Agreement as provided herein; (iii) the Court does not enter Final Approval as provided herein, which becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement Agreement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed (and the terms and existence of the Settlement Agreement will be confidential). In the event an appeal is filed from the Court's Final Approval, or any other appellate review is sought prior to the Effective Date, administration of the Settlement Agreement shall be stayed pending final resolution of the appeal or other appellate review (unless otherwise agreed to by the Parties).

75. No Admission. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of ONSITE WELLNESS or any of the other Released Parties. ONSITE WELLNESS specifically denies any and all liability. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement, including but not limited to use as a bar or affirmative defense, in whole or in part, to other or future claims or actions.

76. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of

this Settlement Agreement.

77. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:	To Defendant's Counsel:
MELMED LAW GROUP P.C. Jonathan Melmed Megan Ross 1801 Century Park E, Suite 850 Los Angeles, CA, 90067 Tel: (310) 824-3828	ATKINSON, ANDELSON, LOYA, RUUD & ROMO Casandra P. Secord Amber S. Healy 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Tel: 562-653-3200

78. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Participating Class Members and PAGA Group Members are not relying on any statement or representation by the Parties in this regard. Participating Class Members and PAGA Group Members understand and agree that Participating Class Members and PAGA Group Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

79. Headings. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement, and in no way, define, limit, extend, or describe the scope of this Settlement Agreement or any provision herein.

80. Amendment or Modification. Unless otherwise provided herein, this Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court.

81. Entire Agreement. This Settlement Agreement, any supplemental written agreement subsequently incorporated, and any attached exhibits constitute the entire Settlement Agreement among these Parties, and no oral or written representations, warranties or inducements

1 have been made to any Party concerning this Settlement Agreement or its exhibits other than the
2 representations, warranties and covenants contained and memorialized in such documents.

3 82. Authorization to Enter into Settlement Agreement. The signatories hereto represent
4 that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to
5 the terms and conditions hereof.

6 83. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
7 other and use their best efforts to effect the implementation of the Settlement Agreement,
8 including but not limited to, execution of such documents and to take such other action as may be
9 reasonably be necessary to implement the terms of this Settlement Agreement. As soon as
10 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance
11 of ONSITE WELLNESS and Defendant's Counsel, take all necessary steps to secure the Court's
12 Preliminary Approval and Final Approval of this Settlement Agreement. In the event the Parties
13 are unable to reach agreement on the form or content of any document needed to implement the
14 Settlement Agreement, or on any supplemental provisions that may become necessary to
15 effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court
16 to resolve such disagreement.

17 84. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
18 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of liability, claim, demand, action, cause
20 of action, or rights herein released and discharged except as set forth herein.

21 85. Binding on Successors and Assigns. This Settlement Agreement shall be binding
22 on the Parties' successors, assigns, and agents, and inures to the benefit of the Released Parties,
23 including ONSITE WELLNESS and its past, present, and/or future owners, officers, directors,
24 managing agents, trustees, payroll processors, independent contractors, members, managers,
25 shareholders, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and
26 agents, ONSITE WELLNESS' past, present, and/or future parent, subsidiary, or affiliated entities,
27 DBAs and franchisors, and each of their owners, officers, directors, managing agents, trustees,
28 payroll processors, independent contractors, members, managers, employees, attorneys, insurers,

1 assigns, shareholders, successors, predecessors and agents.

2 86. Participating Class Member Signatories. It is agreed that because the Participating
3 Class Members are so numerous, it is impossible or impractical to have each Participating Class
4 Member execute this Settlement Agreement. The Notice of Settlement will advise all Class
5 Members of the binding nature of the release and, upon Final Approval, such shall have the same
6 force and effect as if this Settlement Agreement were executed by each Participating Class
7 Member. Notice of Entry of Judgment shall be served by the Class Representative on ONSITE
8 WELLNESS.

9 87. California Law Governs. All terms of this Settlement Agreement shall be governed
10 by and interpreted according to the laws of the State of California, without giving effect to any
11 conflict of law principles or choice of law principles.

12 88. Counterparts. This Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
14 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange
15 among themselves original signed counterparts.

16 89. The Class Representative's Waiver of Right to be Excluded and Object. The Class
17 Representative agrees that by signing this Settlement Agreement, she is bound by the terms herein
18 stated and further agrees not to request to be excluded from the settlement and agrees not to object
19 to any of the terms of this Settlement Agreement. Any such letter requesting to be excluded from
20 the settlement or objection shall therefore be void and of no force or effect. Efforts by the Class
21 Representative to circumvent the terms of this paragraph shall be void and of no force or effect.

22 90. Confidentiality Preceding Preliminary Approval. The Class Representative and
23 Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum
24 Settlement Amount), the negotiations leading to this settlement, and all documents related to the
25 settlement shall not be discussed with, advertised, marketed, publicized, published, reported, or
26 promoted to the public, except as necessary to effectuate and/or enforce the terms of this
27 Settlement Agreement. The Class Representative and Class Counsel will not publicize the terms
28 of this Settlement Agreement and will not issue any press releases except that the Class

Representative and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the settlement, its terms, its history (apart from settlement communications).

Dated: December 9, 2022

PK HEALTHCARE SERVICES, INC. DBA
ONSITE WELLNESS

By: 
Sang Kim
Title: CEO

Dated: Feb 3, 2023

SERGIO LOPEZ

By: 
Sergio Lopez (Feb 3, 2023 12:05 PST)
SERGIO LOPEZ

APPROVED AS TO FORM ONLY

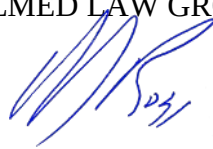
Dated: December 9, 2022

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 
Casandra P. Secord
Amber S. Healy
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SERVICES, INC. DBA ONSITE WELLNESS

Dated: December 9, 2022

MELMED LAW GROUP P.C.

By: 
Jonathan Melmed
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Attorneys for Plaintiff SERGIO LOPEZ

2022-10-27 - Onsite Wellness - Settlement Agreement FINAL signed by D

Final Audit Report

2023-02-03

Created:	2023-02-03
By:	Hannah Becker (hb@melmedlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA542ueapo3kJ7YVEsVqTMTEeMWo5Hgtn7

"2022-10-27 - Onsite Wellness - Settlement Agreement FINAL signed by D" History

 Document created by Hannah Becker (hb@melmedlaw.com)

2023-02-03 - 7:59:14 PM GMT

 Document emailed to financialand@yahoo.com for signature

2023-02-03 - 7:59:45 PM GMT

 Email viewed by financialand@yahoo.com

2023-02-03 - 8:04:57 PM GMT

 Signer financialand@yahoo.com entered name at signing as Sergio Lopez

2023-02-03 - 8:05:49 PM GMT

 Document e-signed by Sergio Lopez (financialand@yahoo.com)

Signature Date: 2023-02-03 - 8:05:51 PM GMT - Time Source: server

 Agreement completed.

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