

SETTLEMENT AGREEMENT

Subject to approval by the Court, Plaintiff Christopher McGill on behalf of himself and in a representative capacity as a private attorney general on behalf of the State of California and all “Aggrieved Employees” (defined below) (“Plaintiff”) and defendants Sameday Technologies Inc., Praesidium Diagnostics LLC, Felix Huettenbach, and Maerly Payroll Processing LLC (individually, each a “Defendant”; collectively “Defendants”) (Plaintiff and each of the Defendants a “Party”; Plaintiff and Defendants collectively, the “Parties”) hereby agree to the following settlement of the lawsuit entitled State of California ex rel. Christopher McGill v. Sameday Technologies Inc., et al., Los Angeles County Superior Court Case No. 22STCV01917 (“Action”), including a release of all claims therein and a release of all claims Plaintiff individually has or may have against Defendants (the “Settlement,” or the “Agreement,” or the “Settlement Agreement”).

PERSONS COVERED BY THE SETTLEMENT

Aggrieved Employees: This Settlement covers forty-three (43) exempt individuals who were employed by one or more Defendants in the position of Site Manager or Assistant Site Manager at a Sameday Health medical facility in California between January 1, 2021, and October 22, 2022 (“Aggrieved Employees”), including Plaintiff. Defendants confirm these forty-three (43) individuals comprise all of the Site Managers (and those with similar titles and duties) employed at any time by one or more Defendants between January 1, 2021, and November 18, 2022.

Settlement Period: The Settlement covers the period from January 1, 2021 to until the date of final court approval (“Settlement Period”).

Effective Date: “Effective Date” will be the date the Court or any Party serves notice of the Court’s order and judgment approving this Settlement. At no time will any of the Defendants have any obligation to fund the Settlement, in whole or in part, until after the occurrence of this Effective Date.

FACTUAL BACKGROUND

Plaintiff alleges that he is a former employee of Defendants who worked the position of exempt Site Manager at a Sameday Health medical facility in California. On January 28, 2022, Plaintiff filed Case No. 22STCV01917 on behalf of himself and other allegedly aggrieved employees. On March 4, 2022, the Plaintiff filed a First Amended Complaint (“FAC”). Plaintiff claims that Defendants owe the Aggrieved Employee penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) for alleged violations of the California Labor Code, including but not limited to misclassification of employees as independent contractors, failure to pay for all hours worked, failure to provide rest and meal periods, failure to provide accurate wage statements, failure to explain bonus program, failure to reimburse expenses, and related claims.

Defendants have denied and continue to deny all allegations, claims, and contentions alleged by Plaintiff in the Action. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or

omissions alleged in the Action. Defendants contend that they complied with California and federal wage and hour laws and have dealt legally and fairly with Plaintiff and the Aggrieved Employees. Defendants further deny that, for any purpose other than settling this Action, these claims are appropriate for representative treatment.

Plaintiff's counsel, WorkWorld Law Corp. ("Plaintiff's Counsel"), has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, (a) inspection and analysis of relevant documents and other information produced by Defendants; (b) an analysis of work-related data relating to the Aggrieved Employees; (c) an analysis of the legal positions taken by Defendants; (d) an investigation into the viability of class treatment of the claims asserted in the Action; (e) an analysis of potential class-wide damages, including information sufficient to understand Defendants' potential defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; (g) assembling and analyzing of data for calculating damages and potential injunctive relief; and (h) ongoing communications with counsel for Defendants.

The document and data exchange in this matter, as well as communications between counsel, have been adequate to give the Plaintiff and Plaintiff's Counsel a sound understanding of the merits of their positions and to evaluate the value of the claims of the Aggrieved Employees. The informal discovery conducted in this Action and the information exchanged by the Parties through settlement discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

Plaintiff and Plaintiff's Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, Plaintiff and Plaintiff's Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Plaintiff and Plaintiff's Counsel have taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, as well as trying the claims of the Aggrieved Employees on a representative basis. Plaintiff and Plaintiff's Counsel are mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action. Plaintiff and Plaintiff's Counsel are, furthermore, percipient that Defendants may implement an arbitration agreement – in compliance with the recent United States Supreme Court ruling in *Viking River Cruises, Inc. v. Moriana* (Docket No. 20-1573, decided June 15, 2022) – that precludes many Aggrieved Employees from participating in a representative action. Moreover, Plaintiff and Plaintiff's Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Aggrieved Employees and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Plaintiff and Plaintiff's Counsel have determined that the settlement set forth in this Settlement Agreement is in the best interests of all Aggrieved Employees, including without limitation Plaintiff.

Notwithstanding their denial of all allegations of wrongdoing in connection with the Action, Defendants have concluded that further proceedings in the Action would be protracted and expensive. Defendants have also taken into account the uncertainty and risks inherent in any

litigation, especially in complex cases such as the Action. Defendants have therefore determined that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement – so as to dispose of burdensome and protracted litigation and thereby permit the operation of Defendants’ respective businesses without such expenses atop the distraction it would impose on management and relevant personnel.

SETTLEMENT CONSIDERATION

Maximum Settlement Amount: Subject to the terms and conditions of this Agreement, Defendants will pay the gross maximum amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00 USD) in addition to any fees owed to Howard Broadman (Ret.) related to the mediation previous scheduled for November 10, 2022 in this matter (“Maximum Settlement Amount”) to settle the claims in the Action and any other claims released pursuant to this Agreement and obtain the releases herein specified. In no event shall any of the Defendants be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes “Attorneys’ Fees,” “Litigation Costs,” “Plaintiff’s Individual Payment,” “Settlement Administrator Costs,” payment for the “Released Claims” and payment for the “Plaintiff Released Claims” including without limitation payment to the California Labor & Workforce Development Agency (“LWDA”) and payments to all of the Aggrieved Employees, including without limitation Plaintiff himself. All quoted and capitalized terms appearing in the previous sentence are defined below.

Escalator Provision: It is estimated that the Aggrieved Employees worked eight hundred fifteen (815) pay periods during the Settlement Period. In the event that there are more than forty-eight (48) Aggrieved Employees or nine hundred (900) pay periods subject to this Agreement, the Parties agree that Maximum Settlement Amount shall be increased proportionately for each additional workweek or aggrieved employee with such Maximum Settlement distributed according the same proportions with respect to the Attorneys’ Fees, Litigation Costs, Plaintiff’s Individual Payment, Settlement Administrator Payment, and PAGA Penalties Fund, each of which are defined and described below.

Attorneys’ Fees: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for attorneys’ fees arising out of the Action (“Attorneys’ Fees”), Plaintiff’s Counsel shall request and be paid from the Maximum Settlement Amount a maximum amount of forty percent (40%) of the Maximum Settlement Amount, *i.e.* Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00 U.S.D.), subject to Court approval. To the extent the Court approves Attorneys’ Fees of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund (defined below). Defendants agree not to oppose an Attorneys’ Fee request by Plaintiff in the foregoing amount. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff’s Counsel the amount described in this paragraph.

Litigation Costs: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for litigation costs and expenses arising out of the Action (“Litigation Costs”), Plaintiff’s Counsel shall request and be paid from the Maximum Settlement Amount a maximum amount of Five Thousand Dollars and Zero Cents (\$5,000.00 U.S.D.), subject to Court approval. To the extent the Court approves Litigation Costs of less than \$5,000, the amount of the difference shall be added

to the PAGA Penalties Fund (defined below). Defendants agree not to oppose Litigation Costs request by Plaintiff in the foregoing amount. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

Plaintiff's Individual Payment: In exchange for a general release, and in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, the Parties agree that, subject to Court approval, Plaintiff will receive a payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,5000.00 U.S.D.) ("Plaintiff's Individual Payment"). Plaintiff's Individual Payment will be paid from the Maximum Settlement Amount. The Plaintiff's Individual Payment will be treated as 100% miscellaneous income for which a 1099 will be issued. To the extent the Court approves Plaintiff's Individual Payment for less than \$7,5000, the amount of the difference shall be added to the PAGA Penalties Fund (defined below). Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff the amount described in this paragraph.

Settlement Administrator: ILYM Group, Inc. shall be the third-party settlement administrator for the purposes of administering this Settlement.

Settlement Administration Costs: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund and Individual Payments Amount, and providing necessary reports, and other duties and responsibilities as requested by the Parties (the "Settlement Administration Costs.") The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which is anticipated to be no greater than Five Thousand Dollars and Zero Cents (\$5,000.00 U.S.D.) To the extent actual settlement administration costs are greater than \$5,000, such excess amount will be deducted from the PAGA Penalties Fund (defined below). Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay itself the amount described in this paragraph.

PAGA Penalties Fund: The Parties agree that Defendants, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of any Court-approved Attorneys' Fees, Litigation Costs, Plaintiff's Individual Payment, and Settlement Administration Costs ("PAGA Penalties Fund"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees in proportion to the number of pay periods during which each Aggrieved Employee was employed by one or more Defendants in the Settlement Period.

Court Approval of the Settlement and Distribution of Settlement Payments: Within thirty (30) days of the Parties executing this Settlement Agreement, Plaintiff will file a stipulation or motion requesting that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement, and entering judgment. Plaintiff and Defendants will jointly prepare the proposed Approval Order and Judgment to be entered by the Court to enforce this Agreement and dismissing this Action with prejudice. The proposed Approval Order and Judgment will be submitted concurrently with the documents asking the court to approve the settlement. Plaintiff shall promptly submit this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed.

Funding of the Settlement: Within thirty (30) days after the Effective Date of the Settlement, Defendants – collectively, and not each individual person or entity – will pay the Maximum Settlement Amount to the Settlement Administrator.

Settlement Payments to Aggrieved Employees: No later than thirty (30) days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (“Aggrieved Employees List”). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee; the last known address for each Aggrieved Employee; each Aggrieved Employee’s social security number (to the extent known), and the periods of time during the Settlement Period during which each was employed in a non-exempt position for one or more Defendants during the Settlement Period. No later than twenty-one (21) days after receipt of the Maximum Settlement Amount from Defendants, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks will remain negotiable for one hundred twenty (120) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or social security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than one hundred twenty (120) days after issuance will be tendered to the State Controller’s Office, Unclaimed Property Division. In the event that an Aggrieved Employees’ check is undeliverable, uncashed, or otherwise distributed to the State Controller’s Office, Unclaimed Property Division, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All final payments made to Aggrieved Employees (each a “Settlement Payment”), including without limitation the Plaintiff, shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

Release of Claims for Aggrieved Employees and the State of California: Upon the Effective Date, the “Releasing Parties” (defined below) shall each fully release and forever discharge the “Released Parties” (defined below), and each of them, from any and all “Released Claims” (defined below) arising during the Settlement Period. It is the desire of the Parties and the

“Releasing Parties” (defined below) to fully, finally, and forever settle, compromise, and discharge the “Released Claims” (defined below). Each of the “Releasing Parties” (defined below), including each Aggrieved Employee, will be bound by the release of “Released Claims” (defined below as a result of the Settlement and to the terms of the final judgment and the satisfaction of such judgment. The Aggrieved Employees, and each of them, shall be deemed to have acknowledged and agreed that their claims for penalties in the Action are disputed, and that their Settlement Payment constitutes payment of all such sums allegedly due to them.

“Releasing Parties” shall mean every Aggrieved Employee, including without limitation Plaintiff, and all persons purporting to act on their behalf or purporting to assert a claim under or through them including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest and regardless of whether acting in an individual, class, representative, legal, equitable, direct, indirect, or other capacity.

“Released Parties” shall mean each Defendant, as well as each and every one of each Defendant’s respective past and present parents, subsidiaries, predecessors, successors, assigns, owners, members, officers, directors, employees, agents, trustees, affiliated entities, attorneys, legal representatives, insurers, fiduciaries, beneficiaries, partners, as applicable, as well as all other entities and individuals which could be liable for the acts and/or omissions of the foregoing. Upon issuance of the Court’s approval order and judgment, the Releasing Parties will be forever barred from pursuing against the Released Parties, including without limitation Defendants, any and all demands, disputes, claims, controversies, matters, and causes of action for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law alleged or that could have been alleged to have been violated in the Action with respect to the Aggrieved Employees based on the facts alleged or that could have been alleged in the Action.

“Released Claims” means all debts, obligations, liabilities, losses, deficiencies, demands, disputes, claims, controversies, matters, causes of action, and allegations, known and unknown, (collectively, “Liabilities”) for civil penalties under PAGA, and related attorneys’ fees and litigation costs and expenses, that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA. The Released Claims include without limitation, claims for civil penalties related to alleged or actual violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2775, 2802, 2084, and California Industrial Welfare Commission Wage Order 4-2001; however, no claims other than those that were brought or could have been brought based on the facts alleged in Plaintiff’s LWDA letter shall be considered Released Claims or otherwise released.

Plaintiff Released Claims: Upon issuance of the Court’s approval order and judgment, Plaintiff shall fully and finally release the Released Parties, including without limitation Defendants, from any and all Liabilities, known and unknown, under federal, state and/or local law, statute,

ordinance, regulation, common law, or other source of law, including, but not limited to, claims arising from, related to, or concerning Plaintiff's employment with one or more of the Defendants, ("Plaintiff Released Claims"). In addition to embracing the Released Claims, the Plaintiff Released Claims include, but are not limited to, all claims for unpaid wages, premiums, and penalties including, but not limited to, claims for failure to pay minimum wages, straight time compensation, overtime, and interest; the calculation of the regular rate of pay; wages related to time rounding and timekeeping; misclassification as an independent contractor; misclassification as an exempt employee; missed meal period and rest period premiums; meal period waivers; failure to reimburse for all necessary business expenditures or losses; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements; deductions; failure to pay wages and final wages in a timely manner; failure to keep accurate records; failure to provide employment records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, waiting-time penalties, statutory and civil penalties; and attorneys' fees and costs. The Plaintiff Released Claims also include but are not limited to all claims arising under the Labor Code; the Wage Orders of the California Industrial Welfare Commission; PAGA; Business and Professions Code §§ 17200, et seq.; the Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; Code of Civil Procedure § 1021.5; the common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. The Plaintiff Released Claims also include but are not limited to all claims for emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, and the California Fair Employment and Housing Act; privacy claims of any type; and the law of contract and tort. The Plaintiff Released Claims also include but are not limited to claims based in equity and claims for injunctive relief. This release excludes the release of claims not permitted by law.

1542 Waiver. The Plaintiff Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from now known or believed to be true with respect to the subject matter of the Plaintiff Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the California Civil Code, 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.

Notwithstanding the foregoing provisions, the General Release by Plaintiff does not constitute a waiver of any claims that cannot by law be waived. Plaintiff agrees not to file any new claims or initiate any further action against the Released Parties relating in any way to his employment with one or more Defendants, the subject matter of the Action, or the subjects of the Agreement or the release set forth herein, except in the event action is necessary to enforce the terms of the Agreement.

Required Action by Defendant: Within 30 days of the Effective Date, Defendants will provide a confidential declaration signed by a representative of Defendant Maerly Payroll Processing LLC (“Maerly”) to Plaintiff’s Counsel confirming that Maerly: (a) will not make future representations to persons applying for or holding the position of Site Manager at a Sameday Health medical facility in California that the position is a 40-hour-a-week position, unless the nature or terms of the position have materially changed; (b) has distributed written materials to all Site Managers at a Sameday Health medical facility in California, explaining all incentive and bonus programs, if any, including an indication of whether such bonuses are discretionary or not; and (c) has implemented and distributed a written policy to all Site Managers at a Sameday Health medical facility in California, explaining the \$20 per month eligibility for reimbursement for site managers’ cell phones. Following this confirmation, no discovery will be permitted regarding compliance with this section of the Settlement Agreement.

Non-Disparagement:

Plaintiff covenants that he shall not solicit or encourage others to make or solicit directly or indirectly any disparaging, derogatory, critical or negative written or oral statement or communication about any of the Released Parties, including without limitation Defendants, or any of their respective businesses, products, services, or activities, directly or indirectly, regardless of the veracity of the statement, unless compelled to do so in a legal proceeding before a body of competent jurisdiction after providing at least ten business days’ written notice, if such notice is not prohibited by law. The foregoing limitations shall not be violated by truthful statements in connection with any legal or administrative proceeding, response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, pleadings, depositions or other discovery in connection with such proceedings) after providing at least ten business days’ written notice to the applicable Released Party if such notice is not prohibited by law. Plaintiff agrees that a breach of the terms of this Section constitutes a material breach of this Agreement, and that the applicable Released Party or Parties would be irreparably harmed by a violation of the terms herein.

No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

Tax Liability: Neither Defendants nor their attorneys nor Plaintiff’s counsel makes any representations as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees shall not rely on any statement or representation by Defendants, their attorneys, or Plaintiff’s Counsel in this regard. Aggrieved Employees are advised that Aggrieved Employees will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Plaintiff understands and agrees that if any such action is asserted against one or the Released Parties, Plaintiff, or Plaintiff’s agents, by any taxing authority or government agency with respect to the payments to Plaintiff under this Agreement, Plaintiff himself shall be

liable for any taxes owed, and further agrees that he will hold the Released Parties free and harmless and indemnify them from and against any demands or lawsuits for payment of income taxes and payroll taxes, interest, or penalties relating to the monies paid to Plaintiff or for his benefit pursuant to this Agreement.

No Prior Assignments: The Parties and their counsel each represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

Nullification of Settlement Agreement: In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions. As such, in such an occurrence where the Settlement does not become final for any reason, the Parties expressly reserve their rights with respect to the prosecution and defense of this Action as if this Settlement never existed. Nothing in this Settlement shall be construed as a determination, admission, or concession of any substantive or procedural issue in the Action, and nothing in this Settlement may be offered into evidence in any hearing or trial, or in any subsequent pleading or in any subsequent judicial, arbitral, or administrative proceeding.

Continued Jurisdiction: After entry of the Court's approval order and judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-Court Approval matters as may be appropriate under court rules or as set forth in this Settlement.

Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the Approval order, and the Judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the Approval order, and the Judgment in the Action may be filed in any action against or by one or more of the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of the Released Claims and the Plaintiff Released Claims. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. Plaintiff's counsel represents that neither he nor his firm is evaluating or contemplating any litigation against any of the Released Parties at this time, separate and apart from the Action.

Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument, signed by each of the Parties or their successors-in-interest.

Authorization to Enter Into Settlement Agreement: The Parties warrant and represent they expressly authorized their legal counsel to negotiate this Settlement Agreement. The Parties will direct their counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (*i.e.*, with DocuSign).

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

Invalidity of Any Provision: Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. Any provisions deemed invalid shall be severable from the rest of the Settlement Agreement.

Captions: The captions and section numbers in this Settlement Agreement are inserted for the reader’s convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

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

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

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

Attorneys' Fees and Costs: Except as expressly provided herein, Defendants and Plaintiff shall each bear their own attorney's fees and costs.

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

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

No Admission of Liability: The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing and/or liability on the part of any of the Released Parties, including without limitation Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF CHRISTOPHER MCGILL



Dated: 11 / 28 / 2022 _____

DEFENDANT SAMEDAY TECHNOLOGIES, INC.

Dated: _____

By: _____

Its Authorized Representative

DEFENDANT PRAESIDIUM DIAGNOSTICS LLC

Dated: _____

By: _____

Its Authorized Representative

DEFENDANT FELIX HUETTENBACH

Dated: _____

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APPROVAL AND EXECUTION BY PARTIES

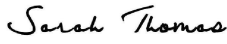
PLAINTIFF CHRISTOPHER MCGILL

Dated: 11 / 28 / 2022



DEFENDANT SAMEDAY TECHNOLOGIES, INC.

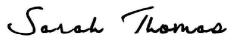
Dated: 12/27/2022

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By: 
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Its Authorized Representative

DEFENDANT PRAESIDIUM DIAGNOSTICS LLC

Dated: 12/27/2022

DocuSigned by:
By: 
C95F24A1C73C491...

Its Authorized Representative

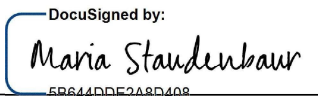
DEFENDANT FELIX HUETTENBACH

Dated: 12/27/2022

DocuSigned by:
By: 
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DEFENDANT MAERLY PAYROLL PROCESSING
LLC

Dated: 1/5/2023

By:  5B644DDE2A8D408...

Its Authorized Representative

Exhibit A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Payment From *State ex rel. McGill v. Sameday Technologies, Inc., et al.*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *State ex rel. McGill v. Sameday Technologies, Inc., et al.* Los Angeles County Superior Court, Case No. 20CV03219 (the “Action”).

The Action was filed by Christopher McGill (“Plaintiff”) against Sameday Technologies, Inc., Praesidium Diagnostics LLC, Felix Huettenbach, and Maerly Payroll Processing LLC (“Defendants”). Plaintiff alleges that he is a former employee of Defendants and brings the Action on behalf of the State of California and all persons who were employed by one or more Defendants in the position of Site Manager (and those with similar titles and duties) at a Sameday Health medical facility in California (“Aggrieved Employees”). You have been identified as an Aggrieved Employee on whose behalf the case was brought.

Plaintiff claims that Defendants owe the Aggrieved Employee penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) for alleged violations of the California Labor Code, including but not limited to misclassification of employees as independent contractors, failure to pay for all hours worked, failure to provide rest and meal periods, failure to provide accurate wage statements, failure to explain bonus program, failure to reimburse expenses, and related claims.

Defendants deny that they have done anything wrong, deny all allegations made against them in the Action, and assert that they have complied with applicable law at all times relevant to the Action.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement reached by Plaintiff and Defendants. By law, a portion of the amount from that settlement goes to the State of California, while another portion of the settlement amount goes to the Aggrieved Employees. This Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of any of the Defendants.

Enclosed is a check for your share of the settlement. You are not a party to this lawsuit, but you and the State are bound by the judgment.

If you have further questions about this settlement, please contact the lawyer for Mr. McGill Ruben Escobedo, 6907 El Camino Real, Suite A, Atascadero, CA 93422, (805) 335-2476.

Sincerely,

[NAME AND TITLE OF SIGNATORY]