

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Shirley Bales and James Casement (“Plaintiffs”) and defendant Triage Healthcare Staffing, LLC (“Triage”). The Agreement refers to Plaintiffs and Triage collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Triage captioned *Shirley Bales, et al. v. Triage Healthcare Staffing, LLC*, Case No. BCV-22-100045, pending in the Superior Court of the State of California, County of Kern.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee(s)” means all non-exempt employees who work or worked for Triage as healthcare professionals in California during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Triage’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of Pay Periods worked during the PAGA Period.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the Court Order Granting Approval of the PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Kern.
- 1.9 “Defense Counsel” means Constangy, Brooks, Smith & Prophete, LLP.
- 1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) sixty-five (65) after the day the Court enters Judgment if no appeals

are filed, or (2) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.11 “Gross Settlement Amount” means \$1,750,000.00 which is the total amount Triage agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment, the Individual PAGA Payments to the Aggrieved Employees, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder will be used to pay the LWDA PAGA Payment and the Individual PAGA Payments to the Aggrieved Employees.
- 1.17 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.18 “PAGA Counsel” means Shakouri Law Firm, the attorneys representing the Plaintiffs in the Action.
- 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20 “PAGA Notices” mean Plaintiff Bales’ January 6, 2022 letter and Plaintiff Casement’s January 24, 2022 letter to Triage and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.21 “PAGA Period” means the period from January 6, 2021 to the earlier of July 27, 2024 or the date on which the Court enters Judgment.

- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$271,375.00) and 75% to the LWDA (\$814,125.00) in settlement of PAGA claims, and is equivalent to the Net Settlement Amount.
- 1.23 “PAGA Representative Service Payments” mean the payments to Plaintiffs for initiating the Action and providing services in support of the Action.
- 1.24 “Pay Period” means any pay period during which an Aggrieved Employee worked for Triage for at least one day during the PAGA Period.
- 1.25 “Plaintiffs” mean Shirley Bales and James Casement, the named plaintiffs in the Action.
- 1.26 “Triage” means named Defendant Triage Healthcare Staffing, LLC.
- 1.27 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel as described in Paragraph 5 below.
- 1.28 “Released Parties” means Triage and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On January 6, 2022, Plaintiff Bales filed a class action lawsuit against Triage in Kern County Superior Court. On March 22, 2022, Plaintiff Bales filed a First-Amended Complaint, adding a cause of action under PAGA and naming Plaintiff Casement as another PAGA representative (“Operative Complaint”). On August 3, 2022, the trial court granted Triage’s motion to compel Plaintiff Bales’ class claims and Plaintiffs’ individual PAGA claims to arbitration, but stayed Plaintiffs’ non-individual PAGA claims pending the California Supreme Court’s decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104 (2023) (*Adolph*). While the case was stayed, the parties settled Plaintiffs’ individual claims but preserved their non-individual PAGA claims for litigation. After the *Adolph* decision came down, the Court lifted the stay and set trial for May 12, 2025.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notices to Triage and the LWDA by sending the PAGA Notices.
- 2.3 On May 28, 2024, the Parties participated in an all-day mediation presided over by Judge Carl J. West (Ret.) which led to this Agreement to settle the Action.

- 2.4 Prior to negotiating the Settlement, Plaintiffs obtained, through informal discovery, policies, personnel files, timecards, payroll data, information about the number of pay periods, and the number of Aggrieved Employees.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Triage promises to pay \$1,750,000.00 and no more as the Gross Settlement Amount. Triage has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Triage.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be \$612,500.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Triage will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Triage harmless, and indemnifies Triage, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$12,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiffs: PAGA Representative Service Payments to each Plaintiff of not more than \$10,000 (in addition to any Individual PAGA Payments the Plaintiffs are entitled to receive). Triage will not oppose Plaintiffs' request for a PAGA Representative Service Payments that does not exceed this amount.

3.2.4 If the Court approves less than the amounts requested above, the Administrator will allocate the remainder to the Net Settlement Amount.

3.3 Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount:

3.3.1 75% of the PAGA Penalties in the amount of \$814,125.00 to be paid to the LWDA as the LWDA PAGA Payment.

3.3.2 25% of the PAGA Penalties in the amount of \$271,375.00 to be paid to the Aggrieved Employees as follows:

3.3.2.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,085,500.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.2.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, there are approximately 2,000 Aggrieved Employees who worked a total of approximately 51,050 Pay Periods during the PAGA Period through May 28, 2024.

4.2 Aggrieved Employee Data. Within 21 days of the Approval Order, Triage will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Triage has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Triage must send the Aggrieved Employee Data to the

Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3 Funding of Gross Settlement Amount. Triage shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Triage funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, PAGA Representative Service Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The memo line of each check shall state the following: "settlement check from Bales v. Triage Healthcare Staffing, LLC PAGA litigation."
 - 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4 The payment of Individual PAGA Payments shall not obligate Triage to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Triage fully funds the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Each Plaintiff and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts or legal theories contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Releases, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, to the fullest extent permitted by law, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims arising under the PAGA that were alleged, or that reasonably could have been alleged, based on the facts or legal theories stated in the Operative Complaint and/or the PAGA Notices.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application, stipulation, or motion for approval of this Settlement.

- 6.1 PAGA Counsel's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application, stipulation, or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no

interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATE AND ESCALATOR CLAUSE. Based on its records, Triage estimates that there are 2,000 Aggrieved Employees who worked a total of 51,050 Pay Periods during the PAGA Period. In the event the number of Pay Periods worked by Aggrieved Employees in the PAGA Period increases by more than 10% (i.e., 56,155), the Gross Settlement Amount will be increased proportionally. In other words, if the excess is 11%, the Gross Settlement Amount will increase by 1%, if the excess is 12%, the Gross Settlement Amount will increase by 2%.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. NONDISCLOSURE AND NONPUBLICATION. PAGA Counsel shall not publicize the Settlement on their website or in advertising/marketing materials. Plaintiffs and PAGA Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or PAGA Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for approval of the Settlement is filed and only by confirming the accurate terms of the Settlement. Nothing in this paragraph shall prevent PAGA Counsel from referring to this case in a declaration establishing

qualification as class or PAGA counsel in future cases, and nothing in this paragraph shall prevent Defendant from making any disclosure required by law.

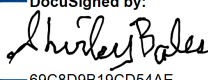
11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Triage that any of the allegations in the Operative Complaint or the PAGA Notices have merit or that Triage has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Triage's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Triage reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Triage's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Triage, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

- 11.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Triage, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Triage in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Triage unless, prior to the Administrator's payment of all Settlement Funds, Triage makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for

purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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Shirley Bales

Plaintiff Shirley Bales

6/10/2024

(date)

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James Casement

Plaintiff James Casement
6/10/2024

(date)



Ashkan Shakouri

Counsel For Plaintiffs

6/10/24

(date)

For Triage Healthcare Staffing, LLC

(date)

Counsel For Triage Healthcare
Staffing, LLC

(date)

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Plaintiff Shirley Bales

(date)

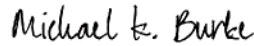
Plaintiff James Casement

(date)

Counsel For Plaintiffs

(date)

DocuSigned by:



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Michael K. Burke

For Triage Healthcare Staffing, LLC

June 13, 2024

(date)



Matthew Scholl

Counsel For Triage Healthcare
Staffing, LLC

June 14, 2024

(date)