

INDIVIDUAL AND PAGA SETTLEMENT AGREEMENT

This Individual and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Irene Rios (“**Plaintiff**”) and defendants Samaritana Medical Clinic Inc., Providers Medical Management, Inc., and William A. Martinez (collectively, “**Samaritana Defendants**”). The Agreement refers to Plaintiff and Samaritana Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s Individual and PAGA lawsuit alleging sexual harassment, failure to prevent sexual harassment, wrongful discharge, negligent retention and supervision, wage and hour causes of action, PAGA, and violation of California Bus. & Prof. Code 17200 *et seq.* against Samaritana Defendants, captioned *Irene Rios v. Samaritana Medical Clinic Inc., et al.*, LASC Case No. 22STCV34375 initiated on October 26, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Phone: 800-523-5773, Fax: 949-209-2503, www.phoenixclassaction.com, 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 PAGA 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” means a person employed in California by defendant Samaritana Medical Clinic Inc or defendant Providers Medical Management, Inc. and classified as a nonexempt, hourly employee during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in defendant Samaritana Medical Clinic Inc or defendant Providers Medical Management, Inc.’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 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. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means counsel for Samaritana Defendants: Ronald J Arias, Esq. of

Buchalter, A Professional Corporation; and Michael I. Schiller, Esq. of Law Offices of Michael I. Schiller.

- 1.9. “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 day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$150,000.00, which is the total amount Samaritana Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the Plaintiff non-PAGA Payment, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means an 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.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net PAGA Settlement Amount” means the PAGA Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Harout Messrelian, Esq. of Messrelian Law Inc., the attorneys representing the Plaintiff in the Action.
- 1.17. “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.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Samaritana Defendants for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from April 14, 2021 to the Effective Date.ⁱⁱ

- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's April 14, 2022 letter to Samaritana Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties (\$70,135.79) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$17,533.95) and the 75% to LWDA (\$52,601.84) in settlement of PAGA claims.
- 1.23. "PAGA Settlement Amount" means \$120,000.00, which is the Gross Settlement Amount less the Plaintiff non-PAGA Payment.
- 1.24. "Plaintiff" means Irene Rios, the named plaintiff in the Action.
- 1.25. "Plaintiff non-PAGA Payment" means \$30,000.00, which is the amount allocated from the Gross Settlement Amount to settle Plaintiff's individual non-PAGA claims in the Action.
- 1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.28. "Release(s)" is defined in Plaintiff's Release Section 5.1.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. "Samaritana Defendants" means named defendants Samaritana Medical Clinic Inc., Providers Medical Management, Inc., and William A. Martinez.

2. RECITALS.

- 2.1. On October 26, 2022, Plaintiff commenced this Action by filing a Complaint against defendants Samaritana Medical Clinic Inc., Providers Medical Management, Inc., and Eduardo G. Sanchez. (Eduardo G. Sanchez was named as a defendant in error, and was dismissed.) On February 23, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Samaritana Defendants and defendant MMC-HR, LLC for: 1) Failure To Compensate For All Hours Worked; 2) Failure To Pay Minimum Wages; 3) Failure To Pay Overtime; 4) Failure To Provide Accurate Itemized Wage Statements; 5) Failure To Pay Wages Owed Every Pay Period; 6) Failure To Pay Wages When Employment Ends; 7) Failure To Give Rest Breaks; 8) Failure To Give Meal Breaks 9)

Failure To Reimburse Business Expenses; 10) Private Attorneys General Act ("PAGA"); 11) Sexual Harassment In Violation Of Fair Employment And Housing Act ("FEHA"); 12) Failure To Prevent Harassment In Violation Of FEHA; 13) Negligent Retention And Supervision; 14) Wrongful Constructive Discharge In Violation Of Public Policy; And 15) Violation Of California Business And Professions Code Section 17200. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Samaritana Defendants, filed a Motion To Strike portions of the First Amended Complaint. Samaritana Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Samaritana Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On September 19, 2023, the Parties participated in an all-day mediation presided over by Hon. Frederick Aguirre (Ret.) which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the time and pay records of 25 employees within the PAGA representative class as a 20% sampling of the PAGA representative class.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are aware of only one other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Samaritana Defendants promise to pay \$150,000.00 and no more as the Gross Settlement Amount. Samaritana Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. Samaritana Defendants will pay the Plaintiff non-PAGA Payment amount of \$30,000.00 directly to PAGA Counsel and Plaintiff, with \$27,000 to "Messrelia Law Inc Client Trust" for which a tax form 1099 will be issued, and \$3,000 (less lawful withholdings and deductions) to "Irene Rios" for which a tax form W2 will be issued. The Administrator will disburse the PAGA Settlement Amount of \$120,000.00 (the Gross Settlement Amount less the Plaintiff non-PAGA Payment) without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Samaritana Defendants.
- 3.2. Payments from the PAGA Settlement Amount. The Administrator will make and deduct the following payments from the PAGA Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which

is currently estimated to be \$40,000 and PAGA Counsel Litigation Expenses Payment of not more than \$5,000. Samaritana Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff 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 PAGA Settlement Amount. Releasee(s) shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee 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 Samaritana Defendants harmless, and indemnifies Samaritana Defendants, 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 \$4,864.21 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 \$4,864.21, the Administrator will retain the remainder in the Net PAGA Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,135.79 to be paid from the \$120,000.00, with 75% (\$52,601.84) allocated to the LWDA PAGA Payment and 25% (\$17,533.95) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,533.95) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net PAGA Settlement Amount. 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 to date, Samaritana

Defendants estimates there are 119 Aggrieved Employees who worked a total 3,507 of PAGA Pay Periods.

- 4.2. Aggrieved Employee Data. Within 21 days of the Effective Date, Samaritana Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. Samaritana Defendants 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 Samaritana Defendants 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. Samaritana Defendants shall fully fund the Plaintiff non-PAGA Payment by paying Plaintiff directly no later than 21 days after the Effective Date. Samaritana Defendants shall fully fund the PAGA Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the PAGA Settlement Amount. Within 14 days after Samaritana Defendants funds the PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses 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.
 - 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 Samaritana Defendants 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 Samaritana Defendants fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Releasee(s) as follows:

5.1 Plaintiff's Release. As a material inducement to enter into this Agreement, Plaintiff hereby irrevocably and unconditionally fully and forever releases, waives, and discharges the Samaritana Defendants, and each and all of the Samaritana Defendants' current and former owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees managers, supervisors, representatives, attorneys, benefit plans, insurers, parent companies, divisions, subsidiaries, affiliates (and current and former owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, managers, supervisors, representatives, attorneys (including PAGA Counsel) benefit plans and insurers of such parent companies, divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (individually and collectively herein also referred to as "Releasee(s)") from any and all charges, claims, causes of action, suits, losses, demands, complaints, injuries, costs, obligations, damages, penalties, liabilities, attorney's fees, and expenses (including but not limited to medical expenses and/or insurance premiums) of any kind whatsoever, whether now known or unknown, suspected or claimed, foreseen or unforeseen, which Plaintiff has or may claim to have against any Releasee(s) relating to or arising out of any matter, fact, injury, incident, circumstances or thing whatsoever which occurred on or prior to date Plaintiff executes this Agreement, including, without limitation, any and all claims that were made or could have been asserted in the Action and any and all claims arising out of and/or relating to Plaintiff's employment with the Samaritana Defendants and/or the termination of Plaintiff's employment from the Samaritana Defendants.

The released, waived, and discharged claims also include, but are not limited to, all claims of any kind arising under Title VII of the Civil Rights Act of 1964 and the

Civil Rights Act of 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act of 1967, as amended; the Equal Pay Act; the Employee Retirement Income Security Act; the Family and Medical Leave Act; the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business & Professions Code, and/or any other federal, state or local laws or regulations, including but not limited to those prohibiting employment discrimination, retaliation, and harassment.

The released, waived, and discharged claims also include, but are not limited to any claims for unfair competition, defamation, invasion of privacy, infliction of emotional distress, disability discrimination, discrimination, harassment, wrongful termination, constructive termination, retaliation, failure to take reasonable steps to prevent harassment or discrimination, failure to engage in the interactive process, pain and suffering, misrepresentation or fraudulent inducement, breach of any express or implied contract, breach of the covenant of good faith and fair dealing, interference with contract, negligence, bonuses or other benefits under any employee benefit plan or program, medical expenses, future medical expenses, punitive damages, penalties or claims under any federal, state, or local laws, rules or regulations, public policy, contract or tort laws, or any claim of retaliation under such laws, or any claim arising under common law, or under the California and/or the United States Constitution or any amendments thereto, or any other claim which could be asserted against Releasee(s) or which arise out of Plaintiff's employment and/or termination of employment and/or any and all agreements with the Samaritana Defendants and/or the Releasee(s). This release covers both claims that Plaintiff knows about and those Plaintiff may not know about.

To the extent Plaintiff releases persons or entities who are not signatories to this Agreement, Plaintiff acknowledges and agrees that Plaintiff's Release is made for each of their express benefit and use.

The Parties acknowledge and agree that Plaintiff's Release does not cover claims that cannot lawfully be released.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Releasee(s) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Releasee(s) 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 Notice.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are aware of only one other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application 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 Preliminary Approval 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 Administrator, to serve as the Administrator and verified that, as a condition of appointment, Administrator 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 and providing reports 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 ESTIMATES

Based on its records, Samaritana Defendants estimates that, as of the date of the settlement, (1) there were 119 Aggrieved Employees who worked 3,507 Pay Periods during the PAGA Period.

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 PAGA Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 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 Samaritana Defendants that any of the allegations in the Operative Complaint have merit or that Samaritana Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Samaritana Defendants' 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, Samaritana Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Samaritana Defendants' 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).
- 10.2 Neutral Reference. Upon receiving any employment verification inquiries for Plaintiff, Samaritana Defendants' Human Resources Department will provide only Plaintiff's dates of employment and position(s) held with the Company, unless otherwise required by law.
- 10.3 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.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Samaritana Defendants, 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.
- 10.5 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.

- 10.6 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.
- 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Samaritana Defendants 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.
- 10.8 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.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 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.
- 10.11 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.
- 10.12 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. Nothing in this agreement prevents any party from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that a party have reason to believe is unlawful.
- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Samaritana Defendants 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Samaritana Defendants unless, prior to the Administrator's payment of all Settlement Funds, Samaritana Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.14 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.

10.15 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.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Harout Messrelian, Esq. of Messrelian Law Inc.
500 N. Central Ave., Suite 840
Glendale, CA 91203
hm@messrelianlaw.com

To Samaritana Defendants:

Ronald J. Arias of Buchalter, A Professional Corporation,
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
rarias@buchalter.com;

Michael I. Schiller, Esq. of Law Offices of Michael I. Schiller,
21515 Hawthorne Blvd., Suite 1150
Torrance, CA 90503
michaelschiller@mschillerlaw.com

10.17 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.

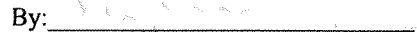
10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

IRENE RIOS
Plaintiff


Irene Rios Nov 21, 2023 15:47 PST

Date Signed: Nov 21, 2023

SAMARITANA MEDICAL CLINIC INC.
Defendant

By: 
Name: Samirana Medical Clinic Inc
Its: Samirana Medical Clinic Inc
Date Signed: Nov 21, 2023

HAROUT MESSRELIAN, Messrelian Law, Inc.
Counsel for Plaintiff


Date Signed: 11-21-23

PROVIDERS MEDICAL MANAGEMENT, INC.
Defendant

By: 
Name: Providers Medical Management, Inc.
Its: Providers Medical Management, Inc.
Date Signed: 11-21-23

RONALD J. ARIAS, Buchalter
Counsel for Samaritana Defendants


Date Signed: November 27, 2023

WILLIAM A. MARTINEZ
Defendant

Date Signed: Nov 21, 2023

MICHAEL I. SCHILLER, Law Offices of Michael I. Schiller
Counsel for Samaritana Defendants


Date Signed: November 21 2023