

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Agreement (“Agreement”) is made and entered into between DELVON WINGFIELD (acting in his individual capacity and in a representative capacity as a private attorney general on behalf of Aggrieved Employees (defined below) and the State of California) (“Plaintiff” or “Wingfield”) and GUARDIAN HEALTH SERVICES INC. (“Defendant”). dba D’AMORE HEALTHCARE., (“Defendant” or “D’AMORE”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. “Administrator” means Phoenix Class Action Settlement Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
2. “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.
3. “Aggrieved Employees” consist of all nonexempt former and current employees of Defendant from August 26, 2021, through the date on which the Court approves this Agreement. The number of Aggrieved Employees, including Plaintiff, is estimated to be One Hundred Forty (140) and the number of pay periods from August 26, 2021, through February 29, 2024, is estimated to be Three Thousand One Hundred (3,100).
4. “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.
5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
6. “Agreement” means the Settlement Agreement of the PAGA Action as memorialized in this Agreement.
7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
8. “Court” means the Superior Court of California for the County of Orange.
9. “Defendant” means Guardian Health Care Service, Inc., a California corporation and D’Amore Healthcare, a California Corporation.

10. "Defendant's counsel" means Robert T. Lemen, Esq. and Anthony C. Mendez, Esq. of Murtaugh Treglia Stern & Deily LLP.
11. "Effective Date" means the date of entry of the Approval Order by the Court.
12. "Gross Settlement Amount" is the non-reversionary sum of One Hundred Forty Thousand Dollars and Zero cents (\$140,000.00), which represents the total amount payable under this Agreement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to the Settlement Administrator, and payment of Plaintiff's attorneys' fees and costs.
13. "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.
14. "Judgment" means the final approval Order and judgment entered by the Superior Court of California, County of Orange in this Action.
15. "LWDA" means the California Labor and Workforce Development Agency.
16. "LWDA Payment" means the 75% of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
17. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Agreement Amount: (a) Plaintiff's attorneys' fees up to 33.3% of the Maximum Agreement Amount, currently estimated at Forty-six Thousand Six Hundred Sixty-six Dollars and Sixty-two Cents (\$46,666.62); (b) Plaintiff's costs of suit, not to exceed Thirteen Thousand Dollars (\$15,000.00); and (c) the cost of the Settlement Administrator, up to Ten Thousand Dollars and Zero Cents (\$10,000.00).
18. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*
19. "PAGA Action" means the matter entitled *Delvon Wingfield v. Guardian Health Care Services Inc., et al.*, Orange County Superior Court Case No. 30-2022-01277503-CU-OE-CXC, and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated June 3, 2022.
20. "PAGA Complaint" means the Representative Action Complaint *Delvon Wingfield v. Guardian Health Care Services, Inc. et al.*, Orange County (CA) Superior Court No. 30-2022-01277503-CU-OE-CXC, filed on August 26, 2022.
21. "PAGA Notice" means Plaintiff's June 3, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount allocated 25% to the Aggrieved and the 75% to LWDA in settlement of PAGA claim.
23. "PAGA Period" means the time period of August 26, 2021, through and including April 13, 2024.
24. "PAGA Released Claims" means any and all claims under PAGA that are pled in the PAGA Action, or which could have been pled under the PAGA Action based on the factual allegations in the PAGA Complaint and Plaintiff's June 3, 2022, LWDA Letter that arose during the PAGA Period.
25. "Parties" means Plaintiff Delvon Wingfield and Defendants Guardian Health Care Services Inc. and D' Amore Healthcare.
26. "Plaintiff" means Delvon Wingfield, the named plaintiff in the PAGA Action.
27. "Plaintiff's Counsel" means Justin Lo of Work Lawyers PC.
28. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Section IV hereinbelow.
29. "Released Parties" means Defendant and any of Defendant's present and former parents, subsidiaries, affiliates, and joint ventures, and all of Defendant's shareholders, partners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under, or in concert with and of them (and including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries). All payment obligations set forth in this Agreement shall be the sole responsibility of Defendant.
30. "Settlement" means the disposition of the Action effected by this Agreement and the Approval Order.

II. RECITALS

1. On June 3, 2022, Plaintiff filed the PAGA Notice with the LWDA, and served the PAGA Notice on Defendant, asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

2. On August 26, 2022, Plaintiff and his counsel filed the PAGA Complaint. In the PAGA Complaint, Plaintiff alleged a single cause of action seeking imposition of civil penalties under PAGA based upon Defendant's alleged failure to: (1) Provide Required Meal Periods in violation of Labor Code section 512; (2) Provide Rest Periods in violation of Labor Code section 226.7; (3) Provide Complete and Accurate Wage Statements in violation of Labor Code section 226; (4) Pay Overtime Wages; (5) Pay Minimum Wages; (6) Timely Pay Wages During

Employment; (7) Pay All Wages Due To Discharged And Quitting Employees, and (8) Reimburse Business Expenses.

3. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendant's relevant policy documents, employee handbooks, start and stop dates for the Aggrieved Employees, Plaintiff's employee file, Plaintiff's timekeeping and wage records, timekeeping and payroll data for 33.3% of the putative Aggrieved Employees.

4. On February 8, 2024, the Parties participated in mediation with professional neutral, Lynn Frank, Esq. The Parties have agreed to fully and finally resolve the PAGA Action as to Plaintiff and Aggrieved Employees.

5. Contemporaneous with the negotiation of this PAGA Settlement Agreement, Plaintiff separately negotiated terms of settlement of his own personal claims against Defendant. The Settlement Agreement pertaining to Plaintiff's individual claims, including a general release of all claims Plaintiff has or may have against Defendant, is a separate document that is being executed contemporaneously with this PAGA Settlement Agreement.

III. MONETARY TERMS OF SETTLEMENT

1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$140,000.00, and no more, as the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant within 20 day of the Court's Approval Order but no sooner than March 1, 2025. 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 Defendant.

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:

- a. **To Plaintiff's Counsel:** A Plaintiff's Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$46,666.62 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file an application or motion for Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Plaintiff's Counsel Fees Payment and/or Plaintiff's Costs Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Costs Payment and holds Defendant harmless, and indemnifies

Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- b. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 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 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- c. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$68,333.38 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- d. Failure to timely tender payment to the Settlement Administrator will be deemed a breach of this Agreement. In the event of any breach of the Agreement, the unpaid amounts and all other accrued obligations shall automatically become immediately due and payable within thirty (30) calendar days. The Parties agree the Court shall retain jurisdiction to enforce this settlement agreement pursuant to Code of Civil Procedure § 664.6.

3. **Escalator Clause.** The Parties agree that the following Escalator Clause will not take effect unless, if, as of February 28, 2023, the total pay periods for Aggrieved Employees is more than 10% of the estimated total pay periods of 3,100 (which is 3,410 pay periods or more):

As stated above, for the period from August 26, 2021, through April 8, 2024, Defendant represents that the number of relevant pay periods from August 26, 2021 through February 8, 2024, based on their review of data and records, is estimated to be Three Thousand One Hundred (3,100), and that the total number of Aggrieved Employees is estimated to be One Hundred Forty (140). If the actual number of pay periods increases by ten percent (10%) or more through the date of Settlement approval, Defendant shall either (1) increase the Global Settlement Amount on a proportional basis, or (2) back the PAGA release date up to where the number

of pay periods is 3,100. In the event the number of pay periods worked increases by more than 10% of the estimated total, or 3,410 pay periods worked or greater, and Defendant elects to increase the Maximum Settlement Amount on a proportional basis, then the Maximum Settlement Amount shall be increased proportionally by the pay periods in excess of 3,100 multiplied by the pay period value. The pay periods value shall be calculated by dividing the Global Settlement Amount by \$140,000.00. The Parties agree that the pay period value amounts to \$45.16 per pay period (\$140,000/3100 pay periods). Thus, for example, should there be 3,411 pay periods in the PAGA Period, then the Maximum Settlement Amount shall be increased by \$45.16 (3,411 pay periods – 3,410 pay period x \$45.16).

IV. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and Plaintiff's Counsel will release claims against all Released Parties as follows:

1. **Plaintiff's Release.** Plaintiff releases and discharges Released Parties from all PAGA wage and hour claims that occurred during the PAGA Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement, any claims released in Plaintiff's separate individual settlement agreement for non-wage and hour claims [as described in Paragraph IV(a)(i) hereinbelow], 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
2. **Release by Aggrieved Employees:** Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees, and the State of California shall fully release and forever discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, as defined herein, from any and all PAGA claims which arose during the PAGA Period (defined above), seeking civil penalties and any other remedies available under California Labor Code sections 2698, *et seq.*, including attorneys' fees and costs, that were described in the notice of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged or could have been alleged in the Operative Complaint, including PAGA claims for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 558, and 2802, and all applicable IWC Wage Orders as to the above claims. ("Released Claims"). The release of the Released Claims shall be effective as to the PAGA Period (defined above).

3. Defendant fully discharges its obligations to the Aggrieved Employees to whom it will pay Individual PAGA Payments through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by the Aggrieved Employees.

V. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff and Plaintiff's counsel agree to prepare all papers necessary to obtain the Court's Approval Order, including all moving papers and supporting evidence.

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 [Proposed] Judgment consistent with the terms of this Agreement and the [Proposed] Order Granting Approval of PAGA Settlement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
2. **Responsibilities of Plaintiff's Counsel.** Plaintiff's Counsel is responsible for expeditiously finalizing and filing the 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. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.
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, Plaintiff's 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, Plaintiff's 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.

VI. ADMINISTRATION OF SETTLEMENT

- a. **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, Phoenix Class Action Administration Solutions 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.
- b. **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.
- c. **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.
- d. **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.
- e. **Provision of Information for Aggrieved Employees.** Within 15 days of the Effective Date, Defendant will in good faith compile from its records a list of Aggrieved Employees, formatted as a Microsoft Excel spreadsheet, that includes each Aggrieved Employee's full name, last known mailing address, last known telephone number, hire date(s), termination date(s) (if applicable), total pay periods worked during the PAGA Period, and Social Security numbers, and provide that spreadsheet to the Administrator.
- f. **Explanatory Letter and Individual PAGA Payments.** Within 15 business days of Defendant's provision of Aggrieved Employee roster and data and funding of the Gross Settlement Amount, the Administrator will transmit the Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail, together with a letter explaining the terms of settlement and calculation of the Individual PAGA Payment, to be prepared and approved by the Parties.
- g. **Undeliverable Notices.** The Administrator shall make best efforts to deliver the Individual PAGA Payment to each Aggrieved Employee. 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 or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California Department of Industrial Relations – Unclaimed Wage Fund in the names of the Aggrieved Employees to whom the checks were issued.

- h. **Tax Treatment.** All Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement.
- i. **Accounting.** Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendants' counsel of the amounts paid from the Settlement. Upon reasonable request, Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendant's counsel of the amounts paid as Individual PAGA Payments, LWDA Payment, Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Costs Payment.

VII. MISCELLANEOUS PROVISIONS

1. **Authorization to Enter into Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.
2. **Attorney Authorization.** Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
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.
4. **Drafting.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.
5. **No Admission.** Nothing in this Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaim any such liability or wrongdoing. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This

Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

6. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

7. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement and the PAGA Action, except as specifically set forth in Paragraph III(2)(a) hereinabove.

8. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the State of California.

9. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Execution and Counterparts.** This Agreement is subject to the execution of all Parties. However, the 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 provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

- a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.
- b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

12. **No Tax Advice.** Neither Plaintiff, Plaintiff's Counsel, Defendant, 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.

13. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by Defendant 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 Plaintiff unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

15. **Invalidity of Any Provision.** Before declaring any provision of this 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 Agreement valid and enforceable.

16. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

17. **Waiver.** No waiver of any condition or covenant contained in this 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.

18. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party 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 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19. **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 Agreement or to declare rights and/or obligations under this Agreement, 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.

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

21. **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 Agreement.

22. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this 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.

23. **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. This provision does not apply to public court filings, the notice of settlement that shall be sent to the Aggrieved Employees by the claims administrator, or for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as counsel in other unrelated actions by referring to any information in the public record regarding the Settlement for such purposes.

24. **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.

25. **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.

26. **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.

27. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 5/8/2024, 2024

DELVON WINGFIELD (Plaintiff)

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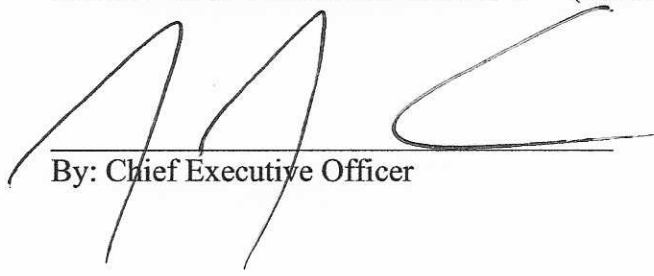
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Dated: May 1, 2024

**GUARDIAN HEALTH CARE SERVICES, INC.
DBA D'AMORE HEALTHCARE (Defendant)**


By: Chief Executive Officer

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is made by and between DELVON WINGFIELD ("Plaintiff" or "Wingfield") on the one hand, and GUARDIAN HEALTHCARE SERVICE, INC dba D'AMORE HEALTHCARE ("Defendant" or "D'Amore"), on the other hand. Plaintiff and Defendant are referred to collectively herein as the "Parties."

RECITALS

WHEREAS, on August 26, 2022, Plaintiff filed a representative action seeking civil penalties under PAGA against Defendant styled as *Delvon Wingfield v. Guardian Health Care Service, Inc. et al.*, Orange County Superior Court, Case No. 30-2022-01277503-CU-OE-CXC ("PAGA Action"). In the PAGA Action, Plaintiff alleged a single cause of action seeking imposition of civil penalties based on Defendant's alleged failure to: (1) Provide Required Meal Periods in violation of Labor Code section 512; (2) Provide Rest Periods in violation of Labor Code section 226.7; (3) Provide Complete and Accurate Wage Statements in violation of Labor Code section 226; (4) Pay Overtime Wages; (5) Pay Minimum Wages; (6) Timely Pay Wages During Employment; (7) Pay All Wages Due To Discharged And Quitting Employees, and (8) Reimburse Business Expenses. Plaintiff did not allege any other claims or causes of action arising out of his employment with Defendant.

WHEREAS, on February 8, 2024, the Parties participated in mediation with professional neutral, Hon. Lynn Frank and agreed to fully and finally resolve the PAGA Action and any individual claims that Plaintiff could have individually brought.

WHEREAS, the Parties have entered into a separate agreement regarding the PAGA claims asserted in the PAGA Action ("PAGA Settlement").

WHEREAS, the PAGA Action does not include any claims which Plaintiff might have brought individually arising from Plaintiff's employment with Defendant, and/or the termination thereof ("Individual Claims");

WHEREAS, Defendant denies and disputes any and all of the alleged claims in the PAGA Action, and the Individual Claims;

WHEREAS, through this Agreement, the Parties desire to resolve the Individual Claims and all remaining possible claims Plaintiff could have individually asserted as a result of Plaintiff's employment, and/or generally arising out of or in connection with Plaintiff's employment and the cessation thereof;

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. Settlement Payment. In consideration for Plaintiff's execution of this Agreement and the undertakings set forth herein and for no other reason, Defendant shall pay the gross total sum of **Ten Thousand Dollars and Zero Cents (\$10,000.00)** (hereinafter the "Settlement Payment") as follows:

- a. A payroll check payable to Plaintiff in the gross amount of Two Thousand Dollars and Zero Cents (\$2,000.00), less applicable withholdings, representing unpaid wages and back pay, to be reported to tax authorities via IRS Form W-2 to Plaintiff based on Plaintiff's most recent Form W-4 on file with Defendant;
- b. A check payable to Plaintiff in the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00), with no withholdings, representing Plaintiff's general damages, including emotional distress, penalties and interest, to be reported to tax authorities via IRS Form 1099 to Plaintiff.

Plaintiff and his counsel shall prepare and deliver signed Forms W-9 to Defendant's counsel contemporaneously with their execution and delivery of this Agreement. All checks for to the Settlement Payment shall be delivered to Plaintiff's counsel at Work Lawyers PC, 22939 Hawthorne Blvd., Suite 300, Torrance, CA 90505, within 30 days of Plaintiff's execution and delivery of this Agreement or April 30, 2024, whichever occurs later.

2. Mutual General Release of Claims by Plaintiff and Defendant. Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendant and its representatives, shareholders, parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, including the attorneys, officers, directors and agents thereof, both individually and in their business capacities, and its employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;

- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Families First Coronavirus Response Act (“FFCRA”);
- The Coronavirus Aid, Relief, and Economic Security (“CARES”) Act;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Apprenticeship Program Bias Law – Cal. Lab. Code § 3070 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- California Paid Sick Leave Law – Cal. Lab. Code §§ 245, *et seq.*;
- California 2021 COVID-19 Supplemental Paid Sick Leave Law – Cal. Lab. Code § 248.2;
- Private Attorney Generals Act (“PAGA”) – Cal. Lab. Code, § 2698 et seq.;
- “Waiting time” penalties – Cal. Lab. Code § 203;
- Wage statement penalties – Cal. Lab. Code § 226, subd. (e);
- Those other provisions of the California Labor Code that lawfully may be released;

- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

Likewise, Defendant irrevocably and unconditionally waives, releases, and forever discharges Plaintiff and his agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, and trustees (collectively, "Plaintiff Releasees") from any and all claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever, asserted in or that could have been asserted against any of the Plaintiff Releasees arising out of Wingfield's employment at Guardian Health Care Services, Inc and D'Amore Healthcare.

The release herein does not apply to any claims for violations of PAGA, which Plaintiff shall release in Parties separate PAGA Settlement Agreement, or to any claims for workers' compensation benefits, nor any other claims which cannot be released as a matter of law.

Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (e.g., EEOC, DFEH, NLRB, SEC, etc.), nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. Moreover, nothing in this Settlement Agreement prohibits or prevents Plaintiff from testifying in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment on the part of Defendant or any agents or employees of Defendant, when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature. However, to the maximum extent permitted by law and expressly excluding Plaintiff's participation in any federal whistleblower programs, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendant or any other Released Parties identified in this Agreement is a party.

Plaintiff will not voluntarily assist any party engaged in current or future litigation or arbitration involving Defendant and/or any of the Released Parties, by furnishing information, declarations, affidavits, statements, letters, oral assistance, documents, or depositions. Plaintiff, however, may respond to a valid and legally enforceable subpoena or other discovery request, provided that such subpoena or discovery request also has been served on Defendant and/or any of the Released Parties.

If any subpoena or discovery request related to the matters set forth in this Agreement is served on Plaintiff, Plaintiff agrees to notify Defendant and/or the Released Parties of such a subpoena or discovery request, so that Defendant and/or the Released Parties may challenge its validity, at the expense of Defendant and/or the Released Parties, as applicable. If such a challenge is not successful and a court or arbitrator rules that a valid subpoena or discovery request has been served, and Plaintiff is required to provide information, Plaintiff agrees to provide truthful information or testimony. If thereafter required by judicial process to provide testimony or other discovery, Plaintiff agrees that he will not object to a representative of Defendant and/or the Released Parties being present for such testimony, or being served with all responses to discovery, if not otherwise prohibited by the court or arbitrator having jurisdiction.

Plaintiff acknowledges that, upon his receipt of the Settlement Sum, he has been paid all wages and benefits owed by Defendant for all time he worked, through the date of this Agreement. Plaintiff further acknowledges that these amounts were the subject of a good faith dispute between Plaintiff and Defendant and any failure to pay these amounts before this date was not willful or intentional.

3. Plaintiff's Waiver of California Civil Code section 1542. To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which the creditor 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties. The Parties' expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in their favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims, except for his rights in connection with his participation in the PAGA Settlement. Nothing in this release is intended to release or affect the representative PAGA Action claims alleged by Plaintiff in the PAGA Action, which shall be released by Plaintiff in the Parties' separate PAGA Settlement, or shall prevent Plaintiff from continuing to act as the named representative in the Action. Plaintiff warrants he has read this Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that he later may discover facts different from or in addition to those he now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or

controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

4. No Consideration Absent Execution of this Agreement. Plaintiff understands and agrees that he would not receive the consideration specified in Paragraph 1 above, except for Plaintiff's execution of this Agreement and the fulfillment of the promises contained herein.

5. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant or the Releasees of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of her rights, including any violation of common law, statute, or contract.

6. Tax Indemnity. By signing this Agreement, Plaintiff agrees and warrants that the distribution of the Settlement Sum as set forth in this paragraph is fully satisfactory. Plaintiff acknowledges that he alone is responsible for taxation on the Settlement Sum, other than the amounts withheld from the designated wages above, and that Plaintiff will hold harmless and indemnify Defendant for any back taxes and penalties associated with inquiries by relevant tax authorities.

7. No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant, 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.

8. Release of Claims by Defendant. Defendant knowingly and voluntarily releases and forever discharges Plaintiff and his heirs, executors, administrators, representatives, attorneys, successors, and assigns (collectively, "Plaintiff's Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Defendant has or may have against Plaintiff's Released Parties as of the date of execution of this Agreement

9. Confidentiality of Agreement.

a. Plaintiff agrees that he will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Agreement, the contents of this Agreement or of the negotiations leading up to it, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Paragraph 8 create no liability for disclosures made: (i) prior to negotiation of this Agreement on November 1, 2023; (ii) by persons from public information released prior to the Agreement; or (iii) as otherwise compelled by operation of law, including but not limited to disclosure to the Court for purposes of approval of this Agreement and/or obtaining dismissal of the Action. Plaintiff

further acknowledges that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

b. The foregoing notwithstanding, Plaintiff acknowledges the confidentiality provisions of this Paragraph 9 constitute a material inducement to Defendant to enter into this Agreement and represent that they have not directly or indirectly disclosed any Confidential Information to any third party prior to Plaintiff execution of this Agreement.

c. Plaintiff is permitted to disclose Confidential Information to Plaintiff's spouse, next of kin (including only his spouse and adult offspring), attorneys, accountants, and health care providers. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff of Paragraph 9(a) above. Plaintiff also is permitted to disclose the amount of consideration set forth herein, as required by law, to governmental taxing authorities and to the Court in the Action only to the extent required to effectuate the Court's approval of this Agreement and/or obtaining dismissal of the Action. In response to inquiries from third parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff only will state that the dispute has been resolved and that he cannot talk about it.

d. Plaintiff agrees that disclosure of any term of this Agreement shall constitute a violation and breach of this Agreement. The Parties agree that calculation of damages for a violation of this provision would be extremely difficult, if not impossible. In the event there is a judicial determination of such a violation by Plaintiff, the Parties agree that Plaintiff shall pay Defendant the sum of One Thousand Dollars (\$1,000.00) as liquidated damages. The Parties agree that this amount is reasonable for this purpose.

e. Defendant agrees that, in response to any inquiry by a third party seeking to confirm Plaintiff's employment or seeking a reference, Defendant shall provide only the dates of Plaintiff's employment and his last position held, and no other or additional information.

10. Neutral Reference. If any inquiries are made to Defendant's Human Resources department or any officer or director of Defendant as to Plaintiff's employment, Defendant agrees to provide only Plaintiff's dates of employment and job title, and to confirm that Defendant's policy is to limit disclosure in this manner. Nothing in this paragraph shall preclude either Party from responding truthfully to inquiries made in connection with any legal or governmental proceeding pursuant to subpoena or other legal process.

11. No Assignment of Claims. Plaintiff represents and warrants that no person other than Plaintiff is authorized or entitled to assert any claim based on or arising out of or in relation to Plaintiff's employment with Defendant, including but not limited to, any and all claims for attorneys' fees or damages, resulting from or based upon, or seeking relief on account of, any act or omission by Defendant that may have occurred or failed to occur prior to the Effective Date of this Agreement. Plaintiff warrants and agrees that Plaintiff has not assigned and shall never assign any such claims to any other person or entity.

12. Acknowledgements and Affirmations.

a. Plaintiff affirms that, other than the Action identified in the Recitals hereinabove, Plaintiff has not filed or caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form and that Plaintiff presently is not a party to any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action, and any claims for workers' compensation benefits.

b. The Parties acknowledge that this Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state, or local government agency. To the extent permitted by law, Plaintiff agrees that if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

c. Plaintiff affirms that as of the date he signs this Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in any payment to Plaintiff under this Agreement, Plaintiff agrees to indemnify, defend and hold Defendant harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with Defendant upon request with respect to any claim the CMS may make and for which Plaintiff is required to indemnify Defendant under this paragraph. Furthermore, Plaintiff agrees to waive any and all future actions against Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

13. OWBPA/ADEA Consideration And Revocation Periods - Notice.

a. Plaintiff acknowledges that he already has attained the age of 40 and understands that this is a full release of all existing claims whether currently known or unknown including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act ("ADEA").

b. Plaintiff further acknowledges that he has been advised to consult with an attorney of his own choosing before signing this Agreement, in which Plaintiff waives important rights, including those under the ADEA.

c. By executing this Agreement, Plaintiff also acknowledges that he has been afforded at least 21 calendar days to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing this Agreement, with an attorney of his choosing, and has done so or has waived his right to do so. Plaintiff agrees that the 21-day consideration period began on the date this Agreement first was delivered to Plaintiff and that if Respondents change any of the terms of the offer contained in this Agreement (whether the changes are material or not), the 21-day consideration period shall not be restarted but shall continue without interruption.

d. Plaintiff understands that the releases contained in this Agreement do not extend to any rights or claims that Employee has under the ADEA that first arise after execution of this Agreement. If Plaintiff signs this Agreement before the 21-day consideration period expires, the 7-day revocation period [described in Section 9(e) below] immediately shall begin. If Plaintiff signs this Agreement and General Release before the 21-day consideration period expires, Plaintiff agrees that Plaintiff knowingly and voluntarily has accepted the shortening of the 21-day consideration period and that Defendant has not promised Plaintiff anything or made any representations that are not contained in this Agreement and General Release. In addition, if Plaintiff signs this Agreement and General Release before the 21-day consideration period expires, Plaintiff acknowledges and affirms that Defendant has not threatened to withdraw or alter the offer contained in this Agreement and General Release prior to the expiration of the 21-day consideration period.

14. Attorneys' Fees and Costs. Each Party shall be responsible for bearing his/its own attorney's fees and costs incurred in connection with this or any other related action addressing Plaintiff's individual claims or causes of action (other than the referenced PAGA Action) as well as the negotiation and completion of this Agreement.

15. Consultation with Counsel. The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. Both Parties acknowledge that she or it has been specifically advised by counsel of the consequences of signing the Releases contained in this Agreement.

16. Interpretation of Agreement. Each Party has cooperated in some fashion in the drafting and/or preparation of this Agreement. Regardless of the extent of drafting or preparation, the language in all parts of this instruction shall be in all cases construed simply according to its fair meaning and not strictly for or against any Party hereto and without regard to which Party arranged for the final draft of this Agreement.

17. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

18. Enforceability. The Parties agree that the Los Angeles County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6.

19. Suit for Enforcement. Any action for any alleged breach of this Agreement shall be brought only in the Superior Court of California, County of Orange. The prevailing party in any action for any alleged breach of this Agreement shall be entitled to recover his/its/their reasonable attorneys' fees and costs of suit.

20. Not Evidence. This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

21. Severability. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

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

23. Entire Agreement. This Agreement, together with the PAGA Settlement Agreement negotiated and executed contemporaneously herewith, embody the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement, except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

24. Execution of Additional Documents. The Parties agree to execute such other, further and different documents as reasonably may be required to effectuate this Agreement.

25. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

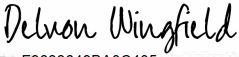
THE PARTIES HAVE READ AND FULLY CONSIDERED THIS AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE AMONG THE PARTIES. THE PARTIES HAVE BEEN REPRESENTED BY COUNSEL IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT. HAVING ELECTED TO EXECUTE THIS AGREEMENT AND TO FULFILL THE PROMISES SET FORTH HEREIN, THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THAT HE/IT/THEY HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES.

EACH PERSON SIGNING BELOW ON BEHALF OF ANY ENTITY HEREBY PERSONALLY AND EXPRESSLY REPRESENTS AND WARRANTS THAT HE/SHE IS SIGNING ON BEHALF OF SUCH ENTITY WITH FULL LEGAL AUTHORITY TO BIND SUCH PARTY TO EACH AND EVERY PROVISION OF THIS AGREEMENT.

WHEREBY, the Parties have duly executed this Agreement as of the dates below:

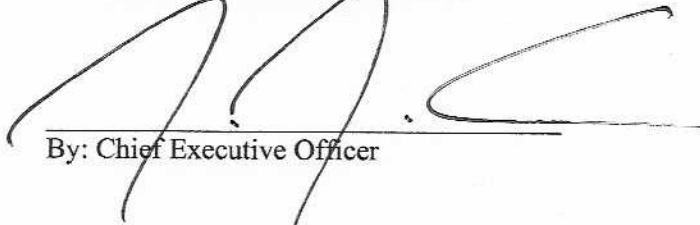
Dated: 5/8/2024, 2024

DELVON WINGFIELD

DocuSigned by:

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Delvon Wingfield

Dated: MAY 1, 2024

**GUARDIAN HEALTH CARE SERVICES, INC.
DBA D'AMORE HEALTHCARE**


By: Chief Executive Officer