

STIPULATED AGREEMENT OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL ACT CLAIMS

This STIPULATED AGREEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS (“Agreement”) is made by and between Plaintiff MELVIN GEORGE (“Plaintiff”) and Defendant, MEDELY, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” This Agreement and Settlement pertain only to Plaintiff’s individual Private Attorneys General Act (“PAGA”) claims for violations affecting him personally, and does not purport to release Plaintiff’s non-individual PAGA claims or claims for violations affecting putative aggrieved employees other than Plaintiff. This Release shall also not affect Plaintiff’s standing to represent other purported aggrieved employees for alleged PAGA violations against Defendant and Defendant agrees that it shall not contest Plaintiff’s standing to represent other purported aggrieved employees for alleged PAGA violations against Defendant based on the existence of this Agreement. However, Plaintiff acknowledges and agrees that Defendant retains all rights to contest Plaintiff’s standing to represent other purportedly aggrieved employees or the LWDA on grounds other than the existence of the Agreement.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s July 6, 2022 lawsuit alleging wage and hour and PAGA violations against Defendant captioned *George v. Medely, Inc.* and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV21718, including subsequent amended complaints.
- 1.2. “Aggrieved Employee” means Plaintiff.
- 1.3. “Court” means the Superior Court of California, County of Los Angeles.
- 1.4. “Defense Counsel” means Eugene C. Ryu, Penny Chen Fox, and Neil Eddington of K&L Gates LLP.
- 1.5. “Effective Date” means the date by when the Court has approved a Joint Stipulation for Approval of this Agreement or granted a motion for approval of this Agreement with or without hearing, and (ii) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court’s Order with no right to pursue further remedies or relief with respect to Plaintiff’s individual claims under PAGA.
- 1.6. “Gross Settlement Amount” means One Thousand Dollars (\$1,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount shall consist of and will be used to pay Plaintiff’s Individual PAGA Payment, and the LWDA PAGA Payment.

- 1.7. "Individual PAGA Payment" means the amount paid to Plaintiff's consisting of 25% of the Gross Settlement Amount, which is Two Hundred and Fifty Dollars (\$250.00).
- 1.8. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.9. "LWDA PAGA Payment" means the amount paid to the LWDA under Labor Code section 2699(i), consisting of 75% of the Gross Settlement Amount Penalties, which is Seven Hundred Fifty Dollars (\$750.00).
- 1.10. "PAGA Counsel" means Ashkan Shakouri of Shakouri Law Firm, the attorneys representing the Plaintiff in the Action.
- 1.11. "PAGA Period" means the period from July 5, 2021 to the date the Court approves this Agreement.
- 1.12. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.13. "PAGA Notice" means Plaintiff's July 5, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.14. "Plaintiff" means Melvin George, the named plaintiff in the Action.
- 1.15. "Released PAGA Claims" means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.16. "Released Parties" means: Defendant Medely, Inc. and any other party or entity that could be alleged to be jointly liable with Defendant under any theory, including joint employer, joint tortfeasor, or other similar theories, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and past or present employees.
- 1.17. "Settlement" means the disposition of the Plaintiff's individual claims under PAGA alleged in the Action effected by this Agreement.
- 1.18. "Defendant" means named Defendant Medely, Inc.

2. RECITALS.

- 2.1. On or around June 14, 2023, George filed a Second Amended Complaint (the "Complaint") in Los Angeles Superior Court with case number 22STCV21718 alleging the following causes of action on his own behalf for: (1) Failure to Pay for All Hours Worked in Violation of California Labor Code §§ 200, 223, 226, 500, 510, 1197, and 1198; (2) Failure to Pay Minimum Wage in Violation of California Labor Code §§ 1194, 1194.2, 1197; (3) Failure to Pay Overtime in Violation of California Labor Code §§ 200, 226, 500, 510, and 1198; (4) Failure to Provide Meal Periods in Violation of California Government Code §§ 226.7, 512; (5) Failure to Provide Rest Periods in Violation of California Government Code §§ 226.7; (6) Failure to Reimburse for

Business-Related Expenses in Violation of California Labor Code §§ 2802; (7) Failure to Furnish Accurate Wage Statements in Violation of California Labor Code §§ 226 (8) Waiting Time Penalties Pursuant to California Labor Code §§ 202, 202, 203; (9) Unfair Business Practices; and (10) Private Attorneys General Act (“PAGA”) Violations for violations of Labor Code sections 200, 223, 226, 226.7, 500, 512, 1197, 1198, 1194, 510, 1194, and 2802, hereinafter referred to as (the “Complaint”). Defendant denies the allegations in the Complaint, any prior complaint, and Plaintiff’s PAGA Notice, denies any failure to comply with the laws identified in in the Complaint and denies 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 Defendant and the LWDA by sending the PAGA Notice which led to this Agreement to settle the Action.
- 2.3. The Parties have reached an agreement to resolve Plaintiff’s individual claims under PAGA arising from violations allegedly suffered by Plaintiff.
- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, all relevant policies and pay and time data pertaining to Plaintiff’s individual PAGA claims.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay \$1,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement. Defendant will remit Plaintiff’s Individual PAGA Payment and the LWDA PAGA Payment directly to PAGA Counsel and the LWDA, respectively. In no circumstance shall Defendant be liable to pay an amount greater than the Gross Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting Plaintiff’s Individual PAGA Payment to PAGA Counsel and the LWDA PAGA Payment to the LWDA no later than 15 days after the Effective Date. Once Defendant has made such payments, it and Released Parties will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further obligations under the terms of the Settlement.
- 4.2. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Plaintiff (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully fund the entire Gross Settlement Amount Plaintiff, the State of California, and the LWDA will release claims against all Released Parties as follows:

Plaintiff, in his capacity as an Aggrieved Employee pursuant to Labor Code section 2699 *et seq.*, the LWDA, and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising from alleged violations against Plaintiff only, that were alleged, or reasonably could have been alleged, based on the facts stated in any Complaint and the PAGA Notice. Such released claims specifically include but are not limited to PAGA penalties for: (1) Failure to Pay for All Hours Worked in Violation; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Reimburse for Business-Related Expenses; (7) Failure to Furnish Accurate Wage Statements; and (8) Waiting Time Penalties, as well as all claims for attorney's fees and costs, interest, injunctive relief, declaratory relief, restitution, or punitive damages. This Release does not purport to release Plaintiff's non-individual PAGA claims or claims for violations affecting putative aggrieved employees other than Plaintiff. This Release shall also not affect Plaintiff's standing to represent other purported aggrieved employees for alleged PAGA violations against Defendant and Defendant agrees that it shall not contest Plaintiff's standing to represent other purported aggrieved employees for alleged PAGA violations against Defendant based on the existence of this Agreement.

Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorney's fees incurred in connection with bringing and pursuing Plaintiff's individual claims under PAGA as alleged Complaint and the PAGA Notice, as well as any fees incurred in connection with effectuating the Settlement. This Release by PAGA Counsel excludes any attorney's fees or costs in connection with bringing and pursuing Plaintiff's non-individual claims under PAGA.

- 6. STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT.** The Parties shall cooperate in good faith in submitting to the Court a joint stipulation for approval of this Agreement. PAGA Counsel shall concurrently deliver a copy of this Agreement to the LWDA. If necessary to obtain final approval of this Settlement, PAGA Counsel shall bring a Motion for Approval of Settlement, with input from Defense Counsel.

- 6.1. 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 and conferring 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 to meet and confer to attempt to modify the Agreement and otherwise satisfy the Court's concerns. However, if the Court does not grant approval of the settlement in a form substantively similar to the version agreed to by the Parties, this Agreement becomes null and void as if no settlement of any claim was ever reached. All negotiations, statements and

proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

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

- 7.1. Waiver of Right to Appeal. Provided the Order to approve the Settlement is consistent with the terms and conditions of this Agreement, the Parties waive their rights to appeal, object to, or otherwise challenge the any judgment approving the Settlement. 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, seeks to intervene, or otherwise seeks to challenge the Settlement, 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.

8. **ADDITIONAL PROVISIONS.**

- 8.1. 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 Defendant that any of the allegations in the Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment and Plaintiff's PAGA standing is stipulated for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 8.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement of Plaintiff's Individual PAGA Claims, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. The Parties agree that the contemporaneously executed Confidential Settlement Agreement and General Release is not superseded by this Agreement.
- 8.3. Attorney Authorization. PAGA 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.

- 8.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 8.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 8.6. No Tax Advice. Neither Plaintiff, PAGA 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.
- 8.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 8.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 8.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 8.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 8.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Further, The Parties and their Counsel will not make any public disclosure of the Settlement, except to the LWDA, until after the filing of the motion for approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and PAGA Counsel shall not, and shall not encourage any other party to intervene, object, or appeal the Settlement. PAGA Counsel and named Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

8.12. 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.

8.13. 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.

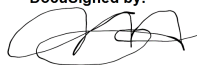
8.14. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Ashkan Shakouri
Shakouri Law Firm
11601 Wilshire Blvd., Fifth Floor
Los Angeles, CA 90025
ash@Shakourilawfirm.com

To
Defendant: Eugene C. Ryu/Penny Chen Fox/Neil Eddington
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor,
Los Angeles, CA 90067
Gene.Ryu@klgates.com;
Penny.Fox@klgates.com;
Neil.eddington@klgates.com

8.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

8.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall continue to 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.

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MELVIN GEORGE, Plaintiff

_____ for Defendant,
MEDELY, INC.

SIGNED ONLY AS TO FORM:

Ashkan Shakouri

ASHKAN SHAKOURI, Counsel For
Plaintiff

GENE RYU; PENNY CHEN FOX; NEIL
EDDINGTON, Counsel for Defendants