

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Melvin George and Jean Hensley (“Plaintiffs”), on behalf of themselves and on behalf of the state of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members and Defendant Medely, Inc. (“Defendant”), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), upon and subject to the following terms and conditions. The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Actions” means the following lawsuits against Defendant alleging wage and hour violations: *Jean Hensley v. Medely, Inc.*, Case No. 19STCV10238, initiated on March 26, 2019, pending in the Superior Court of California, County of Los Angeles; and, *Melvin George v. Medely, Inc.*, Case No. 22STCV21718, initiated on July 6, 2022, pending in the Superior Court of California, County of Los Angeles. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- B. “Complaint” means the Complaints filed by Plaintiffs Jean Hensley and Melvin George in the Actions, and all amendments thereto.
- C. “Court” means the Superior Court for the State of California, County of Los Angeles.
- D. “Covered Period” means the period of time from March 26, 2018 through June 4, 2024.
- E. “Defendant” means the defendant in the Actions, Medely, Inc.
- F. “Effective Date” means the date upon an entry of an Order by the Court approving the Settlement Agreement and entering Final Judgment.
- G. “Defendant’s Counsel” means Eugene C. Ryu, Esq., Penny Chen Fox, Esq., and Neil Eddington, Esq. of K&L Gates LLP.
- H. “Judgment” means the Order Granting Approval of Settlement and Entering Final Judgment entered by the Court.
- I. “LWDA” means the California Labor and Workforce Development Agency.
- J. “LWDA Payment” means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.

- K. “Net Settlement Amount” means the Total Settlement Amount minus deduction for (i) the Representative Plaintiffs’ Payments, (ii) the Plaintiffs’ Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator’s fees and expenses.
- L. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- M. “PAGA Notice” means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by **Exhibit A** to this Agreement.
- N. “PAGA Released Claims” means the claims being released by Plaintiffs and PAGA Settlement Group Members in section III J below.
- O. “PAGA Settlement Group Members” means healthcare professionals working for Defendant as independent contractors in California at any time during the Covered Period.
- P. “Plaintiffs” means Jean Hensley and Melvin George.
- Q. “Plaintiffs’ Counsel” means Aegis Law Firm, PC and Shakouri Law Firm.
- R. “Released Parties” means Defendant and all its present and former parents, subsidiaries and affiliated companies, as well as its former and present respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- S. “Representative Plaintiffs’ Payments” mean the special payments made to Plaintiffs to compensate them for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that they were unsuccessful in the prosecution of the Actions, and granting the release described in section III.I.1. of this Agreement.
- T. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Actions and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders, and liabilities alleged in, arising from, or related to the Actions.
- U. “Settlement Administrator” means the Phoenix Settlement Administrators jointly selected by the Parties to administer the Settlement.
- V. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- W. “Total Settlement Amount” means the total amount to be paid by Defendant as provided by section III.B of this Agreement.

II. FACTUAL BACKGROUND

- A. On January 15, 2019, Plaintiff Jean Hensley served a letter to the LWDA and Defendant in accordance with the requirements of California Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201–204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and the applicable Wage Orders. The LWDA declined to investigate the alleged violations and Plaintiffs Jean Hensley filed her Complaint.
- B. On July 5, 2022, Plaintiff Melvin George served a letter to the LWDA and Defendant in accordance with the requirements of California Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 223, 226, 226.3, 226.7, 227.3, 500, 510, 512, 558, 1194, 1194.2, 1197, 1197.5, 1198, 2699.5, and 2698 *et seq.* and the applicable Wage Orders. The LWDA declined to investigate the alleged violations and Plaintiffs Melvin George filed his Complaint.
- C. In the Actions, Plaintiffs seek relief under PAGA on behalf of themselves and the PAGA Settlement Group Members for the alleged violations of the California Labor Code.
- D. Defendant denies the allegations in the Actions and contested the Actions on various grounds including that Plaintiffs had no standing as they were never “aggrieved employees” because they were never employed by Defendant. At all relevant times, Plaintiffs and the PAGA Settlement Group Members were independent contractors.
- E. Prior to Mediation, Defendant supplied Plaintiffs’ Counsel with Defendant’s company handbook and numerous policies and procedures, as well as a statistically significant four percent (4%) sampling of workers’ time and payroll records which Plaintiffs’ Counsel’s expert reviewed and analyzed. At all times, the Parties engaged in arm’s length negotiations.
- F. On March 7, 2024, the Parties participated in a mediation presided over by Phillip Cha, Esq. During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Actions. The Parties came to an agreement during the mediation to settle the Actions.
- G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the Actions have merit or that they have any liability to Plaintiffs or the PAGA Settlement Group on those claims, or as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiffs, PAGA Settlement Group Members, or any other person. Defendant specifically disclaims any such liability or wrongdoing. Defendant denies the allegations in the Actions and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.
- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and Court approval, the Total Settlement Amount is four million nine hundred thousand dollars and zero cents (\$4,900,000.00). The Total Settlement Amount will cover: (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiffs' Payments, (iv) the Plaintiffs' Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The Total Settlement Amount will not be increased unless there is ultimately 15% more than the three hundred twenty-nine thousand (329,000) Stripe payments made to PAGA Settlement Group Members during the Covered Period (i.e., more than three hundred seventy-eight thousand three hundred fifty (378,350) total Stripe payments during the Covered Period), in which case Defendant shall have the option to either increase the Total Settlement Amount proportionally or limit the Covered Period to end on the date on which the number of Stripe payments made to PAGA Settlement Group Members equaled three hundred seventy-eight thousand three hundred fifty (378,350). The Settlement is non-reversionary, such that the entire Total Settlement Amount will be disbursed. Under no other circumstances shall Defendant be required to pay more than the Total Settlement Amount except as provided for in this Paragraph.
- C. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed Thirty-Five thousand dollars (\$35,000).
- D. **Payments to LWDA.** The Parties will apply to the Court for a payment to the LWDA of seventy-five percent (75%) of the Net Settlement Amount. If the Court approves an LWDA Payment of less than seventy-five percent (75%) of the Net Settlement Amount, the remainder will be retained in the Net Settlement Amount and allocated to payment to the Settlement Group Members.
- E. **Payment to Plaintiffs' Counsel.** Defendant will not oppose Plaintiffs' Counsel's request for a Fees and Expenses Payment in the total, maximum amount of One Million, Six Hundred Thirty-Three Thousand, Three Hundred Thirty-Three dollars and Thirty-Three cents (\$1,633,333.33) for attorneys' fees and expenses not to

exceed Forty Thousand dollars (\$40,000.00). The Settlement Administrator will issue to Plaintiffs' Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

- F. **Payment to Plaintiffs.** In addition to his Settlement Share, Plaintiffs will apply to the Court for Representative Plaintiffs' Payments of not more than Twenty Thousand dollars (\$20,000.00) to Plaintiff Hensley and Ten Thousand dollars (\$10,000.00) to Plaintiff George. Defendant will not oppose a Representative Plaintiffs' Payments of up to Twenty Thousand dollars (\$20,000.00) to Plaintiff Hensley and Ten Thousand dollars (\$10,000.00) to Plaintiff George. The Settlement Administrator will pay the Representative Plaintiffs' Payments approved by the Court out of the Total Settlement Amount. If the Court approves a Representative Plaintiffs' Payments of less than the requested amounts, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiffs' Payments, and instead a Form 1099 will be issued to Plaintiffs with respect to this payment.
- G. **Settlement Share to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, the Settlement Share for each PAGA Settlement Group Member will be calculated by (a) dividing twenty-five percent (25%) of the Net Settlement Amount by the total number of Stripe payments received by the PAGA Settlement Group members during the Covered Period and (b) multiplying the result by the number of Stripe payments received for the individual PAGA Settlement Group Member during the Covered Period. The Parties expressly agree that a Stripe payment is not equivalent to a pay period, but is only intended as a methodology for allocating Settlement Shares to PAGA Settlement Group Members. A Form 1099 will be issued to each PAGA Settlement Group Member for his/her Settlement Share because the Actions sought civil penalties.
- H. **Appointment of Settlement Administrator.** The Parties agree to propose Phoenix Settlement Administrators as an acceptable Settlement Administrator to distribute Settlement Shares and other payments due under the Settlement, and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the PAGA Notice and Settlement checks to the PAGA Settlement Group Members; conducting a National Change of Address search before mailing the Notice, and using Accurint and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose PAGA Notice and Settlement checks were returned by the U.S. Postal Service as non-deliverable, and re-mailing the PAGA Notice and Settlement checks to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the PAGA Notice and Settlement checks, will be paid out of the Total Settlement Amount.
- I. **Procedure for Approving Settlement.**
 - 1. **Motion for an Order Approving the Settlement.**

- a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiffs filing a Motion for an Order Approving the Settlement Agreement (the “Motion”).
 - b. Pursuant to PAGA, before filing the Motion, Plaintiffs will submit a copy of this Agreement to the LWDA. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.
 - c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the Motion, and submit an order granting the Motion.
 - d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court’s concerns and determine whether resolution of the Actions can be obtained in a manner consistent with the Court’s concerns. If no agreement can be reached, the Settlement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of lesser amounts than sought for the Representative Plaintiffs’ Payments and/or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court with the exception of Plaintiffs.
 3. **PAGA Notice and Settlement Checks to PAGA Settlement Group Members.** After the Court enters its order granting the Motion, every PAGA Settlement Group Member will be provided with a PAGA Notice and Settlement check.
 - a. Within thirty-five (35) days after Court approval of the Settlement, Defendant will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to any third parties. If any or all of the PAGA Settlement Group Members’ data are unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct their data prior to when it must be submitted to the Settlement Administrator. If Defendant cannot locate a social security number and an address for certain PAGA Settlement Group Members, the PAGA claims related to those PAGA Settlement Group Members will not be released and the allocated funds will be redistributed to the remaining PAGA Settlement Group Members.
 - b. Within thirty-five (35) days after receiving the PAGA Settlement Group Members’ data from Defendant, the Settlement Administrator will send the

PAGA Notice and a Settlement check to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.

- c. If the PAGA Notice and Settlement check are returned because of an incorrect address, the Settlement Administrator will promptly, and not later than fifteen (15) days from receipt of the returned PAGA Notice and Settlement Check, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the PAGA Notice and Settlement check to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiffs' Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom the PAGA Notice and Settlement check are returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.
4. **Submission of Judgment.** Plaintiffs shall submit to the LWDA a copy of the Judgment and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after receipt of the Judgment and/or order, in compliance with section 2699(l)(3) of the California Labor Code. The Judgment will be made available to the LWDA and PAGA Settlement Group Members through the Settlement Administrator's website for a period of one (1) year following entry of judgment.
5. **Vacating Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for certiorari or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiffs' Payments and/or Plaintiffs' attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph, although Plaintiffs or Plaintiffs'

Counsel have the right to appeal from any refusal by the Court to award the Plaintiffs' Counsel attorneys' fees and/or costs sought by them.

6. **Timing of Settlement Payments.** Within ten (10) days of the Effective Date, the Settlement Administrator will provide Defendant with wire transfer information. Within thirty days (30) days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) days thereafter, the Settlement Shares will be paid to the PAGA Settlement Group Members, the LWDA Payment will be paid to the LWDA, the Representative Plaintiffs' Payments will be paid to each Plaintiff, Plaintiffs' Counsel Fees and Expenses Payment will be paid to Plaintiffs' Counsel, and the Settlement Administrator's fees and expenses will be paid to the Settlement Administrator.
7. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must cash his or her Settlement Share payment or check within one-hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within one-hundred and twenty (120) days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within one hundred eighty (180) days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Settlement Group Member's name.

J. Release and Waiver of Claims.

1. **Plaintiffs.** In consideration of Plaintiffs' awarded Representative Payments, Plaintiffs' Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during their work with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Actions including, but not limited to alleged claims of independent contractor misclassification; (b) all PAGA claims that were, or reasonably could have been alleged based on facts alleged in the Actions; and, (c) any other claims that arise from Plaintiffs' working relationship with Defendant, whether asserted or not asserted, whether known or unknown ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for alleged vested benefits, unemployment benefits, disability benefits, social security benefits, or workers'

compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Plaintiffs' Release does not include a release of Plaintiffs' individual wage and hour claims (if any).

2. **PAGA Settlement Group Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all PAGA Settlement Group Members release Defendant and the Released Parties from any and all PAGA claims arising during the Covered Period that were alleged, or could have reasonably been alleged based on the same or similar facts alleged by Plaintiffs in the Actions and Plaintiffs' notice letters to LWDA, including but not limited to claims of independent contractor misclassification and claims under California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 223, 226, 226.3, 226.7, 226.8, 227.3, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802, 2699.5, and 2698 *et seq.* and the applicable Wage Orders and any resulting claims for attorneys' fees and costs (the "Released Claims").
3. **Waiver of Rights Under California Civil Code Section 1542.** Plaintiffs' released claims as provided for in part III.J.1 include all such respective claims, whether known or unknown by the releasing party. Therefore, with respect only to those respective Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits 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.

- K. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or the PAGA Settlement Group Members.
- L. **Confidentiality Preceding Approval.** Plaintiffs' Counsel agrees that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this Actions and/or the fact, amount, or terms of the Settlement. Before the date of the filing of the Motion for Settlement Approval, Plaintiffs and Plaintiffs' Counsel will not initiate any contact with PAGA Settlement Group Members about the Settlement. If contacted by PAGA Settlement Group Members regarding a dispute about the Settlement, Plaintiffs and Plaintiffs' Counsel agree to notify both Defendant's Counsel and the Settlement

Administrator and direct the PAGA Settlement Group Member to the Settlement Administrator for resolution of any issues relating to the Settlement. Should the Settlement Administrator be unable to resolve issues raised by the PAGA Settlement Group Members, the Settlement Administrator shall contact both Plaintiff's Counsel and Defendant's Counsel and Plaintiff's Counsel and Defendant's Counsel will cooperate in good faith to resolve the PAGA Settlement Group Member's issue(s). Neither Plaintiffs nor Plaintiffs' Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the Settlement. If contacted by the media regarding the Settlement, Plaintiffs' Counsel shall state, "It is a fair settlement, and we are happy with the results." Additionally, Plaintiffs nor Plaintiffs' Counsel shall disparage the Settlement. Nothing in this paragraph shall prevent Plaintiffs' Counsel from carrying out their duties.

M. Miscellaneous Terms.

1. No Admission of Liability.

- a. Defendant denies that it has misclassified any independent contractors, engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative Actions or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Plaintiffs' Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate actions 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 effectuate implementation of the Settlement. In the event 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 will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this Agreement and will not be liable for any party's breach of any of the terms of this Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived, at any time prior to approval of the Settlement, only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **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. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **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. **Notice.** All notices, demands or other communications given under 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, addressed as follows:

To Plaintiffs and the Settlement Group:

Ashkan Shakouri, Esq.
ash@shakourilawfirm.com
SHAKOURI LAW FIRM
401 Wilshire Blvd., 12th Floor
Santa Monica, California 90401
Telephone: (424) 252-4711

Samuel A. Wong, Esq.
Jessica L. Campbell
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Fax: (949) 379-6251

To Defendant:

Gene C. Ryu
Gene.Ryu@klgates.com
Penny Chen Fox
Penny.Fox@klgates.com
Neil Eddington
Neil.Eddington@klgates.com
K&L GATES LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Telephone: 310.552.5000
Facsimile: 310.552.5001

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

SIGNATURES ON FOLLOWING PAGE

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____

Plaintiff Jean Hensley

Dated: _____

Plaintiff Melvin George

Dated: 8/1/2024

DocuSigned by:



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Khaled Nasr

For Defendant Medely, Inc.

Dated: _____

Jessica L. Campbell
Aegis Law Firm, PC
Attorney for Plaintiff Jean Hensley

Dated: _____

Ashkan Shakouri
Shakouri Law Firm
Attorney for Plaintiff Melvin George

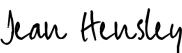
Dated: 08/01/2024



Eugene Ryu
K&L Gates LLP
Attorney for Defendant Medely, Inc.

Dated: 7/23/2024 | 8:03 PM CDT

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Plaintiff Jean Hensley

Dated: _____

Plaintiff Melvin George

Dated: _____

Khaled Nasr
For Defendant Medely, Inc.

Dated: _____


Jessica L. Campbell
Aegis Law Firm, PC
Attorney for Plaintiff Jean Hensley

Dated: _____

Ashkan Shakouri
Shakouri Law Firm
Attorney for Plaintiff Melvin George

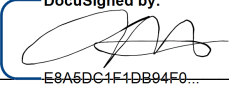
Dated: _____

Eugene Ryu
K&L Gates LLP
Attorney for Defendant Medely, Inc.

Dated: _____

Plaintiff Jean Hensley

Dated: 7/23/2024

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Plaintiff Melvin George

Dated: _____

Khaled Nasr
For Defendant Medely, Inc.

Dated: _____

Jessica L. Campbell
Aegis Law Firm, PC
Attorney for Plaintiff Jean Hensley

Dated: 7/23/24

Ashkan Shakouri

Ashkan Shakouri
Shakouri Law Firm
Attorney for Plaintiff Melvin George

Dated: _____

Eugene Ryu
K&L Gates LLP
Attorney for Defendant Medely, Inc.

EXHIBIT A

[NOTICE OF PROPOSED PAGA SETTLEMENT OF CLASS ACTIONS AND HEARING DATE FOR FINAL COURT APPROVAL]

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Hensley and George v. Medley, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Jean Hensley v. Medely, Inc.*, Case No. 19STCV10238, initiated on March 26, 2019, pending in the Superior Court of California, County of Los Angeles; and, *Melvin George v. Medely, Inc.*, Case No. 22STCV21718, initiated on July 6, 2022, pending in the Superior Court of California, County of Los Angeles.

That case was filed against Medeley, Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated “aggrieved employees” of Defendant, meaning healthcare professionals working for Defendant as independent contractors in California at any time during the Covered Period of March 26, 2018 through June 4, 2024. You have been identified as one of the independent contractors on whose behalf the case was brought.

The plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties.

As part of the settlement, you are releasing Defendant [INSERT FINAL RELEASE LANGUAGE].

Under the PAGA statute, the penalties get divided between the State and the independent contractors. The enclosed check represents your portion of the penalties allocated to the independent contractors.

It is important to note that this is not a class action settlement. You may have received notifications in the mail regarding other class action settlements you may or may not have been a part of in the past. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

Please note that this check constitutes payment of a penalty, and you are responsible for any taxes payable on the amount received.

If you have any questions, you can contact the Settlement Administrator:

PHOENIX SETTLEMENT
ADMINISTRATORS
P.O. Box 7208
Orange, California, 92863
800-523-5773
info@phoenixclassaction.com

Very Truly Yours,