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Attorneys for Plaintiff Bradley Tapia
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BRADLEY TAPIA, on behalf of himself and all others similarly situated, Plaintiff, v. PLANNED LIFESTYLE SERVICES, INC., a New Jersey corporation; and DOES 1-50, inclusive, Defendants.	Case No.: 34-2022-00325412 (Assigned to the Hon. Jill H. Talley, Dept. 27) **JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE** Action Filed: August 18, 2022 Trial Date: Not Set

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Attorneys for Defendant
PLANNED LIFESTYLE SERVICES, INC.

I. INTRODUCTION

This Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement" or "Agreement") is made and entered into by and between Plaintiffs Medhanie Gebru and Bradley Tapia (together, "Plaintiffs") and Defendant Planned Lifestyle Services, Inc. ("Defendant" or "PLS") (collectively with Plaintiffs, the "Parties"). It sets forth the Parties' settlement to resolve all representative action claims asserted in the above-captioned action and is subject to Court approval.

II. DEFINITIONS

The following definitions are applicable to the Settlement Agreement. Definitions contained elsewhere in the Settlement Agreement also shall be applicable.

1. "Action" means, collectively, the civil action titled *Medhanie Gebru v. Planned Lifestyle Services, Inc.*, Superior Court of California, County of San Francisco Case No. CGC-21-590651 (the "*Gebru* Action"); and the civil action titled *Bradley Tapia v. Planned Lifestyle Services, Inc.*, Superior Court of California, County of Sacramento Case No. 34-2022-00325412 (the "*Tapia* Action"), one of the coordinated actions in the *Planned Companies Wage and Hour Cases*, JCCP No. 5283 ("Coordinated Action").

2. "Aggrieved Employees" means all current and former non-exempt employees of Defendant in California who were assigned to work and/or provided services at any of Defendant's clients' locations in California at any time during the PAGA Period. Defendant represents that there are approximately 615 Aggrieved Employees during the PAGA Period.

3. "Aggrieved Employee List" means a list containing information for the Aggrieved Employees that Defendant will compile from its records and provide to the Settlement Administrator for purposes of administering this Settlement. The Aggrieved Employee List shall include, to the extent available in Defendant's business records, each Aggrieved Employee's full name, last known mailing address, last known telephone number, Social Security number, number of pay periods he or she worked as a non-exempt employee in California during the PAGA Period, and any other information required for the Settlement Administrator to administer the Settlement. The Aggrieved Employee List shall be

formatted as a Microsoft Excel spreadsheet, or equivalent format, and shall be provided to the Settlement Administrator within fourteen (14) days of the Effective Date.

4. “Court” means the Superior Court of California for the County of Sacramento.

5. “Defendant” means Planned Lifestyle Services, Inc.

6. “Defense Counsel” means Fox Rothschild LLP.

7. “Effective Date” means the date the Court grants approval of this Settlement.

8. “Gross Settlement Amount” means the total amount of Four Hundred Twenty-Two Thousand Three Hundred Twenty-Five Dollars and Zero Cents ($422,325.00) to be paid by Defendant under this Settlement Agreement for full and complete settlement of the Action, which will satisfy: the Individual Settlement Payments to Aggrieved Employees, the Service Awards to Plaintiffs, the LWDA Payment, Settlement Administration Costs to the Settlement Administrator, and the PAGA Counsel Award.

9. “Individual Settlement Payment” means each Aggrieved Employee’s share of the Net Employee PAGA Payment, calculated in accordance with the method described in Paragraph III.9 of this Settlement Agreement.

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “LWDA Payment” means the 75% share of the Net Settlement Amount to be distributed to the LWDA.

12. “Net Employee PAGA Payment” means the 25% share of the Net Settlement Amount to be distributed to Aggrieved Employees.

13. “Net Settlement Amount” means the Gross Settlement Amount minus the Court-approved Plaintiffs’ Service Awards, PAGA Counsel Award, and Settlement Administration Costs. Pursuant to Labor Code § 2699, seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA and the remaining twenty-five percent (25%) of the Net Settlement Amount shall be distributed to Aggrieved Employees.

14. “Notice of Settlement” means the notice (substantially in the form attached hereto as **Exhibit A**) that the Court approves to be sent to all Aggrieved Employees advising them of the terms of the Settlement.

15. "PAGA" means the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

16. "PAGA Counsel" means Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., William L. Marder of Polaris Law Group, Mehrdad Bokhour of Bokhour Law Group, and Joshua S. Falakassa of Falakassa Law, P.C.

17. "PAGA Counsel Award" means the total amount to be paid to PAGA Counsel, including PAGA Counsel Fees and PAGA Counsel Expenses, subject to the Court's approval. Any amount of PAGA Counsel Award not awarded to PAGA Counsel shall be added to the Net Settlement Amount.

18. "PAGA Counsel Expenses" means the amount of actual litigation expenses PAGA Counsel incurred in connection with this Action, including without limitation, their pre-filing investigation, their filing of the Action and all related litigation activities, the costs associated with mediation and resolution of this Action, this Settlement and filing for Court approval, and all post-Settlement compliance procedures. Defendant agrees not to object to a request that the Court approve PAGA Counsel Expenses of up to Thirty Thousand Dollars ($30,000.00) to be paid from the Gross Settlement Amount.

19. "PAGA Counsel Fees" means the amount of attorneys' fees to be paid to PAGA Counsel for their services rendered, and to be rendered, to Plaintiffs and the Aggrieved Employees in connection with the Action. Defendant agrees not to oppose PAGA Counsel Fees of up to one-third (1/3) of the Gross Settlement Amount, the sum of One Hundred Forty Thousand Seven Hundred Seventy-Five Thousand Dollars ($140,775.00), to be paid from the Gross Settlement Amount.

20. "PAGA Period" means the period of August 16, 2019, through February 5, 2024.

21. "Parties" means Plaintiffs and Defendant, collectively.

22. "Plaintiffs" means Plaintiffs Medhanie Gebru and Bradley Tapia, collectively.

23. "Plaintiffs' Service Awards" or "Service Award(s)" mean the amount to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their

efforts and work in prosecuting the Action on behalf of Aggrieved Employees. Subject to the Court's approval, Defendant agrees not to object to a request for Service Awards of up to Ten Thousand Dollars ($10,000.00) each to Plaintiffs to be paid from the Gross Settlement Amount.

24. "Qualified Settlement Fund" means the account established by the Settlement Administrator, into which the Gross Settlement Amount shall be deposited, and from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

25. "Released PAGA Claims" means all claims for civil penalties under the PAGA which reasonably arise out of or are reasonably related to the factual allegations alleged, in the operative complaints in the Action or the written notices submitted to the LWDA by Plaintiff Gebru on February 10, 2021 and Plaintiff Tapia on August 2, 2022, for penalties pursuant to PAGA based on violations of Labor Code §§ 201-203, 204, 210, 226(a), 226.7, 510, 512, 516, 558, 1194, 1198, 2800, *et seq*., that accrued during the PAGA Period. The Released PAGA Claims does not apply to settle or release any claims against Planned Building Services, Inc. or Planned Building Services, LLC.

26. "Released Parties" means Defendant, as well as its officers, directors, employees, and agents. The Released Parties do not include Planned Building Services, Inc. or Planned Building Services, LLC.

27. "Settlement Administration Costs" means the expenses payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, and tracking notices for the Settlement, tax reporting, establishing a Qualified Settlement Fund, administering and distributing payments from the Gross Settlement Amount pursuant to the terms of the Settlement Agreement, and providing necessary reports and declarations, as requested by the Parties. Any portion of the Settlement Administration Costs not approved by the Court shall be added to the Net Settlement Amount.

28. "Settlement Administrator" means Phoenix Settlement Administrators, the third-party settlement administrator mutually agreed to by the Parties to handle the

administration of the Settlement, subject to approval by the Court.

29. "Settlement Agreement" or "Agreement" means this Joint Stipulation of PAGA Settlement and Release.

30. "Settlement" means the Parties' agreement to compromise the Action, the material terms of which are set forth in the Settlement Agreement.

III. TERMS OF AGREEMENT

1. <u>Terms of Agreement Subject to Court Approval</u>. All terms set forth in the Settlement Agreement are subject to Court approval. Plaintiffs shall apply to the Court for approval of the Settlement Agreement. Defendant shall not oppose this application. The Parties agree that the Settlement will not be admissible in this, or any other, legal process as evidence that Defendant is liable to Plaintiffs or any of the Aggrieved Employees.

2. <u>Gross Settlement Amount</u>. Defendant shall pay the non-reversionary all-inclusive Gross Settlement Amount. Subject to the terms and conditions of this Agreement and Court approval, the Gross Settlement Amount is Four Hundred Twenty-Two Thousand Three Hundred Twenty-Five Dollars and Zero Cents ($422,325.00). The Gross Settlement Amount is non-reversionary, such that no portion of the Gross Settlement Amount shall revert back to Defendant.

The Gross Settlement Amount was calculated with, and is premised on, Defendant's representation that Aggrieved Employees worked no more than 9,385 pay periods for Defendant during the PAGA Period. If, at the time of settlement approval, the actual number of pay periods worked by the Aggrieved Employees exceeds 9,385 by more than ten percent (10%) (*i.e.*, if the actual pay periods exceed 10,324), Defendant shall have the option to either: (1) pay pro rata at the pay period value of $45 per pay period for any additional pay periods over 10,324; or (2) shorten the release period end date to a date that the total pay period count for all Aggrieved Employees is 10,324 or less.

3. <u>Funding of the Gross Settlement Amount</u>. Within twenty-one (21) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund. The funds in the Qualified Settlement Fund shall be used to pay:

(1) the Individual Settlement Payments; (2) the LWDA Payment; (3) Plaintiffs' Service Award payments; (4) PAGA Counsel Award; and (5) Settlement Administration Costs. No portion of the Gross Settlement Amount shall revert to Defendant.

4. Plaintiffs' Service Awards. Defendant agrees not to oppose any application or request for up to Ten Thousand Dollars ($10,000.00) each to Plaintiffs as the Service Awards, in recognition of Plaintiffs' service as the representatives in the Action. The Service Awards, which shall be paid from the Gross Settlement Amount, shall be in addition to the Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. The Settlement Administrator shall issue IRS Forms 1099 for the Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Paragraph and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Any reduction in the amount of the Service Awards by the Court shall become part of the Net Settlement Amount.

5. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement and distribution of all payments from the Gross Settlement Amount. The Settlement Administration Costs is estimated not to exceed Six Thousand Two Hundred Fifty Dollars ($6,250.00). These costs, which shall be paid from the Gross Settlement Amount, shall be used to administer the Settlement, including, *inter alia*, preparing the required tax reporting on the Individual Settlement Payments, establishing a Qualified Settlement Fund, calculating Individual Settlement Payments, printing, and distributing the Notices of Settlement, distributing the Net Settlement Amount as directed by the Court and as set forth herein, and providing necessary reports and declarations. The Settlement Administrator shall provide the Court and all counsel for the Parties with a statement detailing the Settlement Administration Costs. Any portion of the Settlement Administration Costs that are not used or which are not awarded by the Court will become part of the Net Settlement Amount.

6. Payment of PAGA Counsel Award. Defendant agrees not to oppose any

application or motion by PAGA Counsel for PAGA Counsel Fees of up to one-third of the Gross Settlement Amount, in an amount not to exceed $140,775.00, and PAGA Counsel Costs of up to $30,000.00. The PAGA Counsel Award shall be paid out of the Gross Settlement Amount. Any portion of the PAGA Counsel Award not awarded to PAGA Counsel shall become part of the Net Settlement Amount. The Settlement Administrator will report this payment on an IRS Form 1099 issued to PAGA Counsel, who will be responsible for paying any tax obligations arising from any Form 1099 payment.

7. Net Settlement Amount. Provided that the Court approves the amounts listed herein in full, the Net Settlement Amount is estimated to be approximately Two Hundred Twenty-Five Thousand Three Hundred Dollars ($225,300.00). Pursuant to PAGA, seventy-five percent (75%), or One Hundred Sixty-Eight Thousand Nine Hundred Seventy-Five Dollars ($168,975.00), of the Net Settlement Amount shall be paid to the LWDA and twenty-five percent (25%), or Fifty-Six Thousand Three Hundred Twenty-Five Dollars ($56,325.00), shall be distributed among the Aggrieved Employees on a pro rata basis, pursuant to the formula listed in Paragraph III.9.

8. Delivery of the Aggrieved Employee List. Within fourteen (14) calendar days of the Effective Date, Defendant shall provide the Aggrieved Employee List to the Settlement Administrator. The Settlement Administrator will maintain the Aggrieved Employee List in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

9. Calculation of Individual Settlement Payments. The Settlement Administrator shall determine the amounts of any Individual Settlement Payments payable to the Aggrieved Employees. The Net Employee PAGA Payment shall be divided by the total number of pay periods all Aggrieved Employees worked for Defendant as non-exempt employees in California during the PAGA Period. The remainder shall be multiplied by the number of pay periods an Aggrieved Employee worked for Defendant as a non-exempt employee in California during the PAGA Period, to obtain the Aggrieved Employee's Individual Settlement Payment amount.

Within seven (7) days of receiving the Aggrieved Employee List, the Settlement Administrator will circulate to counsel for the Parties an anonymized spreadsheet containing the estimated Individual Settlement Payments to each Aggrieved Employee based on the formula stated herein. The Settlement Administrator shall obtain approval from counsel of the calculations before mailing Individual Settlement Payments.

10. Mailing of Individual Settlement Payment Checks. All Individual Settlement Payments shall be accompanied with a Notice of Settlement. Within three (3) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator shall mail the Individual Settlement Payments and copies of the Notice of Settlement, in English, to all Aggrieved Employees via First-Class U.S. Mail, using the most current mailing address identified. The Settlement Administrator shall conduct reasonable verification measures relating to the addresses and update any addresses where necessary before the mailing.

11. Procedure for Lost and Undeliverable Notices. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. Any Individual Settlement Payments checks returned as non-deliverable on or before the check cashing deadline (defined below) 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 a correct address using a skip-trace or other search using the name, address, and/or Social Security number of the Aggrieved Employee involved and shall perform a single re-mailing of the Individual Settlement Payment check. If, after performing a skip-trace search and re-mailing, the Aggrieved Employee's Individual Settlement Payment check is again returned to the Settlement Administrator as non-deliverable, the Settlement Administrator will have no further obligation to undertake efforts to obtain an alternative address.

12. No Opt-Out/No Right to Object. No Aggrieved Employee may opt out of or be excluded from participating in the Settlement of the Released PAGA Claims. Each Aggrieved Employee (including Plaintiffs) will be bound by the terms of the Settlement upon its approval by the Court, regardless of whether the Aggrieved Employee cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee (including Plaintiffs) has the right to object to the terms of the Settlement.

13. Tax Allocation of Individual Settlement Payments. The Individual Settlement Payment to each Aggrieved Employee shall be allocated 100 percent (100%) as penalties paid via IRS Form 1099 issued to each Aggrieved Employee. The appropriate 1099s will be filed with the relevant taxing authorities by the Settlement Administrator and issued to the Aggrieved Employees by the Settlement Administrator in accordance with the law. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, make(s) any representations or warranties regarding tax consequences of any payment under this Settlement.

14. Payment of Settlement Amounts. The Settlement Administrator shall have the authority and obligation to make all payments, credits, and disbursements, calculated in accordance with the methodology set out in the Settlement Agreement and orders of the Court.

15. Distribution and Payment of Remainder. Within three (3) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator shall distribute these payments: (1) LWDA Payment to the LWDA; (2) the Service Awards to Plaintiffs; (3) PAGA Counsel Award to PAGA Counsel; and (4) Settlement Administrator Costs to itself for the services performed in connection with the Settlement.

16. Non-Negotiated Settlement Checks. Any Individual Settlement Payment checks issued by the Settlement Administrator to Aggrieved Employees shall remain negotiable for one hundred eighty (180) days. Those funds represented by Individual Settlement Payment checks returned as undeliverable and those funds which correspond with the Individual Settlement Payment checks that are not negotiated within one hundred eighty (180) calendar days after issuance shall be tendered to the following *cy pres* recipient: Legal

Aid At Work.

17. Release of Claims by Plaintiffs and Aggrieved Employees. Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, Plaintiffs and Aggrieved Employees shall release the Released Parties from the Released PAGA Claims. The Released PAGA Claims does not apply to settle or release any claims against Planned Building Services, Inc. or Planned Building Services, LLC.

18. Settlement Approval Procedures. The Parties agree to seek approval of this Settlement through the *Tapia* Action.

a. Removal and Remand of the *Tapia* Action. Within fourteen (14) days following full execution of this Settlement Agreement, Defendant agrees to seek, by way of stipulation, an order terminating the *Planned Companies Wage and Hour Cases*, JCCP No. 5283 ("Coordinated Action") in part, under California Rules of Court, Rules 3.542 and 3.545, to (1) remove the *Tapia* Action from the Coordinated Action, and (2) remand the *Tapia* Action to the Superior Court of California, County of Sacramento where the *Tapia* Action was originally pending for further settlement proceedings.

b. Amendment of the *Tapia* Action To Include the *Gebru* Action. Upon remand of the *Tapia* Action to the Superior Court of California, County of Sacramento, Plaintiffs shall promptly file a Second Amended Complaint in the *Tapia* Action to incorporate the claims alleged in the *Gebru* Action and to add Medhanie Gebru as a named plaintiff.

c. Settlement Approval Motion. Following the filing of the Second Amended Complaint in the *Tapia* Action as discussed herein, Plaintiffs will promptly request a hearing before the Court to seek approval of this Settlement on a mutually available date. In connection with such hearing, Plaintiffs will present this Settlement Agreement to the Court and will request that the Court issue an order and judgment in accordance with the terms of the Settlement. Plaintiffs will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement. Defendant shall not unreasonably withhold its approval of the motion for approval of this Settlement.

19. Judgment and Continued Jurisdiction. Upon the Effective Date, the Court shall

have continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure § 664.6. The Parties further understand and agree that if an action is brought to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to his/their/its reasonable attorneys' fees and costs.

20. Certification of Completion. Upon completion of administration of the Settlement, and if required by the Court, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. If required by the Court, PAGA Counsel shall file this declaration with the Court.

IV. OTHER PROVISIONS.

21. No Admission. Nothing contained herein, nor the consummation of the Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. The Parties have entered into the Settlement Agreement with the intention of avoiding further disputes and litigation with their attendant inconvenience and expenses. The Settlement Agreement is a settlement document and, pursuant to California Evidence Code § 1152, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement and/or interpret or enforce the Settlement.

22. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Aggrieved Employees shall be solely responsible for the payment of any taxes and penalties assessed on the payments which are issued to them, as described herein, and will defend, indemnify, and hold the Parties free and harmless from and against any claims resulting from treatment of such payments as penalties.

23. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth

herein. Any exhibits are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of the Settlement Agreement are inserted for convenience of reference only and do not constitute a part of the Settlement Agreement.

24. Amendment or Modification. Unless otherwise provided herein, the Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

25. Entire Agreement. The Settlement Agreement, any supplemental written agreement subsequently incorporated, and any attached Exhibits constitute the entire Settlement Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning the Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

26. Authorization to Enter Into Settlement Agreement. The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

27. Mutual Non-Disparagement. The Parties agree that neither party shall disparage or defame one another to any third parties with or through any written or oral statement or image, including but not limited to any statements made via websites, blogs, postings to the Internet, or emails. Defendant agrees it will provide Plaintiffs a neutral reference if contacted by any of Plaintiffs' future prospective employers.

28. Mutual Full Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. The Parties agree to submit all disputes arising out of or relating to this Settlement Agreement to mediator Michael J. Loeb for resolution.

29. Binding on Successors and Assigns. The Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or

purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

30. California Law Governs. All terms of the Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Sacramento.

31. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, .pdf, DocuSign, facsimile, digital, and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts.

32. Binding Agreement. The Parties warrant they understand and have full authority to enter into this Settlement and intend this Settlement will be 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.

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

Dated: _______________, 2024 ____________________________________
Plaintiff Medhanie Gebru

Dated: _______________, 2024 ____________________________________
Plaintiff Bradley Tapia

Dated: June 4, 2024 PLANNED LIFESTYLE SERVICES, INC.

____
By: David Han

Its: CFO ____________________

APPROVED AS TO FORM:

Dated: ______________, 2024

DIVERSITY LAW GROUP, P.C.

____

By: Larry Lee
Mai Tulyathan
Attorneys for Plaintiff Medhanie Gebru and Aggrieved Employees

Dated: ______________, 2024

POLARIS LAW GROUP

____

By: William L. Marder
Attorneys for Plaintiff Medhanie Gebru and Aggrieved Employees

Dated: ______________, 2024

BOKHOUR LAW GROUP, P.C.

____

By: Mehrdad Bokhour
Attorneys for Plaintiff Bradley Tapia and Aggrieved Employees

Dated: ______________, 2024

FALAKASSA LAW, P.C.

____

By: Joshua S. Falakassa
Attorneys for Plaintiff Bradley Tapia and Aggrieved Employees

Dated: June 5, 2024

FOX ROTHSCHILD LLP

____

By: Steven W. Moore
Cody T. Stroman
Attorneys for Defendant Planned Lifestyle Services, Inc.

purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

30. California Law Governs. All terms of the Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Sacramento.

31. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, .pdf, DocuSign, facsimile, digital, and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts.

32. Binding Agreement. The Parties warrant they understand and have full authority to enter into this Settlement and intend this Settlement will be 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.

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

Dated: ______________, 2024

____
Plaintiff Medhanie Gebru

Dated: 6/5/2024, 2024

DocuSigned by:
____
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Plaintiff Bradley Tapia

Dated: June 4, 2024

PLANNED LIFESTYLE SERVICES, INC.

____
By: David Han

Its: CFO

APPROVED AS TO FORM:

Dated: ______________, 2024

DIVERSITY LAW GROUP, P.C.

By: Larry Lee
Mai Tulyathan
Attorneys for Plaintiff Medhanie Gebru and Aggrieved Employees

Dated: ______________, 2024

POLARIS LAW GROUP

By: William L. Marder
Attorneys for Plaintiff Medhanie Gebru and Aggrieved Employees

Dated: 6/6/2024, 2024

BOKHOUR LAW GROUP, P.C.

DocuSigned by:
Mehrdad Bokhour
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By: Mehrdad Bokhour
Attorneys for Plaintiff Bradley Tapia and Aggrieved Employees

Dated: 6/5/2024, 2024

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

By: Joshua S. Falakassa
Attorneys for Plaintiff Bradley Tapia and Aggrieved Employees

Dated: June 5, 2024

FOX ROTHSCHILD LLP

By: Steven W. Moore
Cody T. Stroman
Attorneys for Defendant Planned Lifestyle Services, Inc.

purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

30. California Law Governs. All terms of the Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Sacramento.

31. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, .pdf, DocuSign, facsimile, digital, and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts.

32. Binding Agreement. The Parties warrant they understand and have full authority to enter into this Settlement and intend this Settlement will be 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.

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

DocuSigned by:
Medhanie Gebru
E1325115A6BE4FE

Dated: 06-05, 2024 Plaintiff Medhanie Gebru

Dated: ________, 2024 Plaintiff Bradley Tapia

Dated: June 4, 2024 PLANNED LIFESTYLE SERVICES, INC.

By: David Han

Its: CFO

APPROVED AS TO FORM:

Dated: June 6, 2024

DIVERSITY LAW GROUP, P.C.

By: Larry Lee
Mai Tulyathan
Attorneys for Plaintiff Medhanie Gebru and Aggrieved Employees

Dated: June 6, 2024

POLARIS LAW GROUP

William L. Marder

By: William L. Marder
Attorneys for Plaintiff Medhanie Gebru and Aggrieved Employees

Dated: ______________, 2024

BOKHOUR LAW GROUP, P.C.

By: Mehrdad Bokhour
Attorneys for Plaintiff Bradley Tapia and Aggrieved Employees

Dated: ______________, 2024

FALAKASSA LAW, P.C.

By: Joshua S. Falakassa
Attorneys for Plaintiff Bradley Tapia and Aggrieved Employees

Dated: June 5, 2024

FOX ROTHSCHILD LLP

By: Steven W. Moore
Cody T. Stroman
Attorneys for Defendant Planned Lifestyle Services, Inc.