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Attorneys for Defendant, MED-PLUS
PHARMACY, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

WILLIAM KWANGHO JUNG,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

MED-PLUS PHARMACY INC.; and
DOES 1 through 100,

Defendant,

Case No. 37-2023-00020936-CL-OE-CTL

[Complaint filed: May 17, 2023, Judge
Matthew C. Braner, Dept. C-60]

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff William Kwangho Jung ("Plaintiff") and Defendant Med-Plus Pharmacy, Inc. ("Med-Plus" or "Defendant"). The Agreement refers to Plaintiff and Med-Plus collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Med-Plus captioned *William Kwangho Jung, individually and on behalf of others similarly situated, v. Med-Plus Pharmacy, Inc.* initiated on May 17, 2023 and pending in the Superior Court of the State of California, County of San Diego.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the

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1 Parties have agreed to appoint to administer the Settlement.

2 1.3. "Administration Expenses Payment" means the amount the Administrator will be
3 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
4 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection
5 with approval of this Settlement.

6 1.4. "Aggrieved Employee" means all hourly, non-exempt employees employed by
7 Med-Plus in California during the PAGA Period from February 16, 2022 to August 31, 2022.

8 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information
9 in Med-Plus's possession including the Aggrieved Employee's name, last-known mailing
10 address, Social Security number, and number of PAGA Pay Periods.

11 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation
12 and search for current Aggrieved Employee mailing addresses using all reasonably available
13 sources, methods and means including, but not limited to, the National Change of Address
14 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

15 1.7. "Court" means the Superior Court of California, County of San Diego.

16 1.8. "Defense Counsel" means BDG Law Group, APLC, specifically Robert D.
17 Bergman and Jaclyn P. Floryan.

18 1.9. "Effective Date" means the date by when both of the following have occurred: (a)
19 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
20 Judgment is final. The Judgment is final as of the day the Court enters Judgment.

21 1.10. "Gross Settlement Amount" means \$120,000.00 which is the total amount Med-
22 Plus agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
23 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
24 Payment, the PAGA Representative Incentive Payment, PAGA Counsel Fees Payment,
25 PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

26 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
27 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
28 Employee worked during the PAGA Period.

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1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, the PAGA Representative Incentive Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Frontier Law Center, specifically Manny Starr, Daniel Ginzburg, and Theodore Tang, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Med-Plus for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from February 16, 2022 to August 31, 2022.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's February 16, 2023 letter to Med-Plus and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$14,750.00) and the 75% to LWDA (\$44,250.00) in settlement of PAGA claims.

1.23. "Plaintiff" means William Kwangho Jung, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and
2 PAGA Counsel and as described in Paragraph 5 below.

3 1.26. "Released Parties" means: Med-Plus and each of its former and present directors,
4 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
5 assigns, subsidiaries, and affiliates.

6 1.27. "Settlement" means the disposition of the Action effected by this Agreement and
7 the Judgment.

8 1.28. "Med-Plus" means named Defendant Med-Plus Pharmacy, Inc.

9 **2. RECITALS.**

10 2.1. On May 17, 2023, Plaintiff commenced this Action by filing a Complaint alleging
11 causes of action against Med-Plus for: (1) failure to provide compliant rest periods; (2) wage
12 statement penalties; and (3) violation of unfair competition law. On June 23, 2023, Plaintiff
13 filed a First Amended Complaint alleging causes of action against Med-Plus for: (1) failure
14 to provide compliant rest periods; (2) wage statement penalties; (3) waiting time penalties;
15 and (4) violation of unfair competition law. In addition, he asserted a fifth cause of action
16 under the Private Attorneys General Act ("PAGA"). The First Amended Complaint is the
17 operative complaint in the Action (the "Operative Complaint"). Med-Plus denies the
18 allegations in the Operative Complaint, denies any failure to comply with the laws identified
19 in the Operative Complaint and denies any and all liability for the causes of action alleged.

20 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
21 notice to Med-Plus and the LWDA by sending the PAGA Notice.

22 2.3. On October 3, 2023, the Parties participated in an all-day mediation presided over
23 by Michael Loeb, which led to this Agreement to settle the Action.

24 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's
25 personnel file and time and pay records; copies of Med-Plus's employee handbooks; time and
26 pay records for all Aggrieved Employees; the total number of Aggrieved Employees and the
27 total number of pay periods for the Aggrieved Employees.

28 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware

1 of any other pending matter or action asserting claims that will be extinguished or affected by
2 the Settlement.

3 **3. MONETARY TERMS.**

4 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
5 Med-Plus promises to pay \$120,000.00 and no more as the Gross Settlement Amount. Med-
6 Plus has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
7 Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement
8 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition
9 of payment. None of the Gross Settlement Amount will revert to Med-Plus.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
11 deduct the following payments from the Gross Settlement Amount, in the amounts specified
12 by the Court in the Final Approval:

13 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%,
14 which is currently estimated to be \$40,000.00 and PAGA Counsel Litigation Expenses
15 Payment of not more than \$16,005.00. Med-Plus will not oppose requests for Court approval
16 of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA
17 Counsel will seek approval of these amounts as part of the Motion for Approval of PAGA
18 Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
19 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate
20 the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA
21 Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA
22 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
23 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses
24 Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and
25 liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
26 Litigation Expenses Payment and holds Med-Plus harmless, and indemnifies Med-Plus, from
27 any dispute or controversy regarding any division or sharing of any of these Payments.

28 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed

1 \$3,995.00 except for a showing of good cause and as approved by the Court. To the extent
2 the Administration Expenses are less or the Court approves payment less than \$3,995.00, the
3 Administrator will retain the remainder in the Net Settlement Amount.

4 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
5 \$59,000.00 to be paid from the Gross Settlement Amount, with 75% (\$44,250.00) allocated
6 to the LWDA PAGA Payment and 25% (\$14,750.00) allocated to the Individual PAGA
7 Payments.

8 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a)
9 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
10 (\$14,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved
11 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
12 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and
13 liability for any taxes owed on their Individual PAGA Payment.

14 3.2.4. To the Named Plaintiff William Jung: A PAGA Representative Incentive
15 Payment in the amount of \$1,000.00 to be paid from the Gross Settlement Amount. If the
16 Court approves a PAGA Representative Incentive Payment of less than the amount requested,
17 the Administrator will allocate the remainder to the Net Settlement Amount. The
18 Administrator will report the PAGA Representative Incentive Payment on an IRS 1099 Form.

19 **4. SETTLEMENT FUNDING AND PAYMENTS.**

20 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Med-
21 Plus estimates there are 248 Aggrieved Employees who worked a total of 2,816 PAGA Pay
22 Periods.

23 4.2. Aggrieved Employee Data. Within 30 days, Med-Plus will deliver the Aggrieved
24 Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect
25 Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved
26 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this
27 Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
28 Administrator employees who need access to the Aggrieved Employee Data to effect and

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1 perform under this Agreement. Med-Plus has a continuing duty to immediately notify PAGA
2 Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying
3 information and to provide corrected or updated Aggrieved Employee Data as soon as
4 reasonably feasible. Without any extension of the deadline by which Med-Plus must send the
5 Aggrieved Employee Data to the Administrator, the Parties and their counsel will
6 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
7 related to missing or omitted Aggrieved Employee Data.

8 4.3. Funding of Gross Settlement Amount. Med-Plus shall fully fund the Gross
9 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after
10 the Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within 14 days after Med-Plus
12 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
13 PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Incentive Payment,
14 the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement
15 of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
16 Individual PAGA Payments.

17 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
18 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face
19 of each check shall prominently state the date (not less than 180 days after the date of mailing)
20 when the check will be voided. The Administrator will cancel all checks not cashed by the
21 void date. Before mailing any checks, the Settlement Administrator must update the
22 recipients' mailing addresses using the National Change of Address Database.

23 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
24 Aggrieved Employees whose checks are returned undelivered without USPS forwarding
25 addresses. Within 7 days of receiving a returned check, the Administrator must re-mail checks
26 to the USPS forwarding address provided or to an address ascertained through the Aggrieved
27 Employee Address Search. The Administrator need not take further steps to deliver checks to
28 Aggrieved Employees whose re-mailed checks are returned as undelivered. The

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1 Administrator shall promptly send a replacement check to any Aggrieved Employee whose
2 original check was lost or misplaced, or requested by the Aggrieved Employee prior to the
3 void date.

4 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
5 uncashed and cancelled after the void date, the Administrator shall transmit the funds
6 represented by such checks to the California Controller's Unclaimed Property Fund in the
7 name of the Aggrieved Employee.

8 4.4.4. The payment of Individual PAGA Payments shall not obligate Med-Plus to
9 confer any additional benefits or make any additional payments to the Aggrieved Employees
10 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

11 5. **RELEASES OF CLAIMS.** Effective on the date when Med-Plus fully funds the
12 entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all
13 Released Parties as follows:

14 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
15 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
16 successors, and assigns generally, release and discharge Released Parties from all claims,
17 transactions, or occurrences including, but not limited to: (a) all claims that were, or
18 reasonably could have been, alleged, based on the facts contained in the Operative Complaint
19 and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any
20 claims or actions to enforce this Agreement, or to any claims for vested benefits,
21 unemployment benefits, disability benefits, social security benefits, or workers'
22 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may
23 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
24 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
25 effective in all respects, notwithstanding such different or additional facts or Plaintiff's
26 discovery of them.

27 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
28 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,

1 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A
2 general release does not extend to claims that the creditor or releasing party does not know or
3 suspect to exist in his or her favor at the time of executing the release, and that if known by
4 him or her would have materially affected his or her settlement with the debtor or Released
5 Party.

6 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to
7 release, on behalf of themselves and their respective former and present representatives,
8 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
9 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
10 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

11 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
12 former attorneys, employees, agents, successors and assigns the Released Parties from all
13 claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
14 Period facts stated in the Operative Complaint and the PAGA Notice except as otherwise
15 stated in this Agreement.

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

19 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
20 all documents necessary for obtaining approval of this Settlement under Labor Code Section
21 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA
22 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid
23 for administering the Settlement and attesting to its willingness to serve; competency;
24 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
25 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
26 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
27 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel
28 or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its

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1 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
2 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
3 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2))); (iv) all facts
4 relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the
5 Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not
6 aware of any other pending matter or action asserting claims that will be extinguished or
7 adversely affected by the Settlement.

8 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are
9 jointly responsible for expeditiously finalizing and filing the application or motion for
10 approval of this Settlement no later than 30 days after the full execution of this Agreement
11 and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to
12 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
13 Preliminary Approval to the Administrator.

14 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
15 or motion for approval of this Settlement and/or the supporting declarations and documents,
16 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
17 by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the
18 Court does not grant the motion for approval of this Settlement or conditions its approval on
19 any material change to this Agreement, PAGA Counsel and Defense Counsel will
20 expeditiously work together on behalf of the Parties by meeting in person or by telephone,
21 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

22 7. SETTLEMENT ADMINISTRATION.

23 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
24 Administrators to serve as the Administrator and verified that, as a condition of appointment,
25 Phoenix Settlement Administrators agree to be bound by this Agreement and to perform, as
26 a fiduciary, all duties specified in this Agreement in exchange for payment of Administration
27 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
28 financial or otherwise, with the Administrator other than a professional relationship arising

1 out of prior experiences administering settlements.

2 7.2 Employer Identification Number. The Administrator shall have and use its own
3 Employer Identification Number for purposes of providing reports to state and federal tax
4 authorities.

5 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
6 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
7 Regulation section 468B-1.

8 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
9 to be performed or observed by the Administrator contained in this Agreement or otherwise.

10 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR**
11 **CLAUSE**. Based on its records, Med-Plus estimates that, as of the date of this Settlement
12 Agreement, (1) there are 248 Aggrieved Employees who worked 2,816 Pay Periods during
13 the PAGA Period. If the number of pay periods worked by the Aggrieved Employees
14 increases by more than 10% by the date of settlement approval, the amount of the Gross
15 Settlement Amount shall increase by an amount proportionate with the overage. By way of
16 example, if the increase in pay periods is 10%, no additional monies are due, but if the pay
17 period count increases by 11%, then the Gross Settlement Amount will increase by 1%, and
18 so on.

19 **9. CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after
20 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the
21 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
22 addressing settlement administration matters, and (iii) addressing such post-Judgment matters
23 as are permitted by law.

24 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
26 PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive
27 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
28 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary

1 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose
2 such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations
3 to perform under this Agreement will be suspended until such time as the appeal is finally
4 resolved and the Judgment becomes final, except as to matters that do not affect the amount
5 of the Net Settlement Amount.

6 **10. ADDITIONAL PROVISIONS.**

7 **10.1 No Admission of Liability or Representative Manageability for Other Purposes.**

8 This Agreement represents a compromise and settlement of highly disputed claims. Nothing
9 in this Agreement is intended or should be construed as an admission by Med-Plus that any
10 of the allegations in the Operative Complaint have merit or that Med-Plus has any liability
11 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
12 that Med-Plus's defenses in the Action have merit. The Parties agree that representative
13 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve
14 this Settlement, Med-Plus reserves all available defenses to the claims in the Action, and
15 Plaintiff reserves the right to contest Med-Plus's defenses. The Settlement, this Agreement
16 and the Parties' willingness to settle the Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (except for proceedings to enforce or effectuate
18 the Settlement and this Agreement).

19 **10.2 Integrated Agreement.** Upon execution by all Parties and their counsel, this
20 Agreement together with its attached exhibits shall constitute the entire agreement between
21 the Parties relating to the Settlement, superseding any and all oral representations, warranties,
22 covenants, or inducements made to or by any Party.

23 **10.3 Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant
24 and represent that they are authorized by Plaintiff and Med-Plus, respectively, to take all
25 appropriate action required or permitted to be taken by such Parties pursuant to this
26 Agreement to effectuate its terms, and to execute any other documents reasonably required to
27 effectuate the terms of this Agreement including any amendments to this Agreement.

28 **10.4 Cooperation.** The Parties and their counsel will cooperate with each other and use

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1 their best efforts, in good faith, to implement the Settlement by, among other things,
2 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
3 points and authorities as requested by the Court. In the event the Parties are unable to agree
4 upon the form or content of any document necessary to implement the Settlement, or on any
5 modification of the Agreement that may become necessary to implement the Settlement, the
6 Parties will seek the assistance of a mediator and/or the Court for resolution.

7 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
8 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
9 or encumber to any person or entity and portion of any liability, claim, demand, action, cause
10 of action, or right released and discharged by the Party in this Settlement.

11 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Med-Plus nor Defense
12 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
13 Settlement be relied upon as such within the meaning of United States Treasury Department
14 Circular 230 (31 CFR Part 10, as amended) or otherwise.

15 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
16 modified, changed, or waived only by an express written instrument signed by all Parties or
17 their representatives, and approved by the Court.

18 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and
19 inure to the benefit of, the successors of each of the Parties.

20 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will
21 be governed by and interpreted according to the internal laws of the state of California,
22 without regard to conflict of law principles.

23 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
24 preparation of this Agreement. This Agreement will not be construed against any Party on the
25 basis that the Party was the drafter or participated in the drafting.

26 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
27 entered during this Action and in this Agreement relating to the confidentiality of information
28 shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Med-Plus in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Med-Plus unless, prior to the Administrator's payment of all Settlement Funds, Med-Plus makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 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:

Manny Starr, Esq.
Daniel Ginzburg, Esq.
FRONTIER LAW CENTER
23901 Calabasas Rd. Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
manny@frontierlawcenter.com
dan@frontierlawcenter.com

(addresses continue on next page)

To Med-Plus:

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

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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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By:

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William Kwangho Jung

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WILLIAM KWANGHO JUNG
Plaintiff

MED-PLUS PHARMACY, INC.

Executed on 11/10/23, 2023

By:

Robert Meyer
ROBERT MEYER
Chief Financial Officer

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