

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Rachel Berry (“Plaintiff”) and defendant Stallant Medical Group, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1 “Action” means *Berry v. Stallant Medical Group, Inc. et al.*, Case No. CV251172, pending in the Superior Court of California, County of Del Norte.

1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employees” means all current and former hourly, non-exempt employees employed by Defendant in the State of California during the PAGA Period.

1.5 “Class” means all current and former hourly, non-exempt employees employed by Defendant in the State of California during the Class Period.

1.6 “Class Counsel” means Megan Ross and Adam Witkin of Abramson Labor Group.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. Defendant has agreed not to oppose Plaintiff’s request for approval from the Court of up to one-third (33.33%) of the Gross Settlement Amount (provided Plaintiff’s request does not violate the terms of the Parties’ agreement).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$2,000, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s (1) full name; (2) last known home address; (3) last

known telephone number; (4) social security number; (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period based on Defendant's records; (7) total Pay Periods during the PAGA Period based on Defendant's payroll records; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

1.10 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 "Class Period" or "Class Settlement Period" means the period from December 2, 2021, through April 8, 2026.

1.14 "Class Representative" means Rachel Berry.

1.15 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 "Court" means the Superior Court for the State of California County of Del Norte.

1.17 "Defendant" means Stallant Medical Group, Inc.

1.18 "Defense Counsel" means Alexander Medina and Elizabeth Levy of Medina McKelvey LLP.

1.19 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if

one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 "Gross Settlement Amount" or "GSA" means \$150,000.00 (One Hundred and Fifty Thousand Dollars), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 "Individual Class Payment" means the Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.28 "LWDA Letter" means the August 29, 2025 Letter to the LWDA on behalf of Rachel Berry.

1.29 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

1.30 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment,

and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32 “Operative Complaint” means the operative complaint in the Action.

1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period as determined by Defendant’s time and payroll records. Periods of non work (e.g. vacation, medical leave) do not count as time worked.

1.34 “PAGA Period” means the period from September 25, 2024, through the date the Court grants preliminary approval.

1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$10,000), allocated 35% to the Aggrieved Employees (\$3,500) and 65% to the LWDA (\$6,500) in settlement of Plaintiff’s PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiff” means Rachel Berry.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement timely signed and submitted by the Class Member.

1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” is calculated based on time worked during the Class Period based on the hiring and separation dates in Defendant’s records.

2. RECITALS

2.1 On September 25, 2025, Plaintiff sent the LWDA Letter alleging a variety of Labor Code violations and seeking penalties, including under the following sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, 2699, 2699.3 and the Industrial Welfare Commission Wage Orders.

2.2 On December 2, 2025, Plaintiff filed the Action on behalf of herself individually and on behalf of others similarly situated, alleging unpaid minimum wages, unpaid overtime, meal break violations, rest break violations, failure to provide accurate wage statements, untimely final wages, failure to reimburse necessary business expenses and violation of Business and Professions Code. Plaintiff’s complaint alleged a variety of Labor Code violations and seeking damages and penalties, including under the following sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, 2699, 2699.3, 2699.5, the Industrial Welfare Commission Wage Orders and the Business and Professions Code.

2.3 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Action.

2.4 Defendant provided information regarding the size of the putative class and number of allegedly aggrieved employees, the number of workweeks during the putative class, the number of workweeks covered by arbitration agreements, and the number of pay periods during the PAGA period prior to the Parties engaging in negotiations. After negotiating, the Parties were able to reach an agreement in principle to resolve the matter. The Parties agree that the agreed upon settlement terms reflect their good faith compromise of the claims raised in the Action, based upon the assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

2.5 The Court has not granted class certification because the Parties reached an agreement in principle before any class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay \$150,000 (One Hundred and Fifty Thousand Dollars) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the LWDA Letter. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately. Defendant shall fully fund the GSA and fully pay Defendant's share of payroll taxes within fifteen (15) days of the Effective Date.

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

1 3.2.1 To Plaintiff: A Class Representative Service Payment of not more than
2 \$5,000 in addition to any Individual Class Payment and any Individual PAGA Payment
3 Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose
4 Plaintiff's request for a Class Representative Service Payment that does not exceed \$5,000
5 (provided the request does not violate the terms of the Parties agreement). If the Court
6 approves a Class Representative Service Payment that is less than the amount requested,
7 the Administrator will retain the remainder in the Net Settlement Amount to be distributed
8 to Participating Class Members. The Administrator will pay the Class Representative
9 Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and
10 liability for employee taxes owed on the Class Representative Service Payment. Plaintiff
11 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
12 regarding the Class Representative Service Payment. Any reduction by the Court of this
13 request will revert to Settlement Class Members. This request is not a material term of
14 the Settlement Agreement, and any reduction by the Court of this request will not
15 invalidate the Settlement Agreement.

16 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-
17 third (33.33%) of the GSA, which is currently estimated to be \$50,000 and a Class Counsel
18 Litigation Expenses Payment for actual costs subject to proof. Defendant will not oppose
19 requests for these payments (provided these requests do not violate the terms of the
20 Parties' agreement). Plaintiff and/or Class Counsel will file a motion for Class Counsel
21 Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the
22 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a
23 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
24 than the amounts requested, the Administrator will allocate the remainder to the Net
25 Settlement Amount for distribution to Participating Class Members. Released Parties
26 shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any
27 claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
28 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and

1 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
2 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment
3 and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
4 indemnifies Defendant, from any dispute or controversy regarding any division or sharing
5 of any of these Payments. Any reduction by the Court of these requests will revert to
6 Settlement Class Members. These requests are not materials terms of the Settlement
7 Agreement, and any reduction by the Court of these requests will not invalidate the Settlement
8 Agreement.

9 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs,
10 not to exceed \$6,026 except for a showing of good cause and as approved by the Court.
11 To the extent the Administration Costs are less or the Court approves payment of less than
12 requested, the Administrator will retain the remainder in the Net Settlement Amount to be
13 distributed to Participating Class Members.

14 3.2.4 To Each Participating Class Member: An Individual Class Payment is
15 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks
16 worked by all Participating Class Members during the Class Period, and (b) multiplying
17 the result by each individual Participating Class Member's Workweeks.

18 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty
19 percent (20%) of each Participating Class Member's Individual Class
20 Payment will be allocated to the Settlement of wage claims (the "Wage
21 Portion"). The Wage Portion is subject to tax withholding and will be
22 reported on an IRS W-2 Form. The remaining eighty percent (80%) of
23 each Participating Class Member's Individual Class Payment will be
24 allocated to the settlement of claims for interest and penalties (the "Non-
25 Wage Portion"). The Non-Wage Portions are not subject to wage
26 withholdings and will be reported on IRS 1099 Forms. Participating Class
27 Members assume full responsibility and liability for any employee taxes
28 owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro-rata* basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 65% (\$6,500 allocated to the LWDA PAGA Payment and 35% (\$3,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$3,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents that as January 31, 2026, there were approximately 95 Class Members who collectively worked a total of approximately 5,284 Workweeks during the Class Period. Defendant represents that as of January 31, 2026, there were approximately 45 employees who worked approximately 639 Pay Periods during the PAGA Period.

1 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary
2 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the
3 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
4 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
5 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
6 employees who need access to the Class Data to effect and perform under this Agreement.
7 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
8 Data omitted class member identifying information and to provide corrected or updated Class
9 Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best
10 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
11 Class Data.

12 4.3 Funding of Gross Settlement Amount. Defendant shall fund the full Gross
13 Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15)
14 calendar days after the Effective Date.

15 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days
16 after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class
17 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
18 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
19 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
20 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment
21 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

22 4.4.1 The Administrator will issue checks for the Individual Class Payments
23 and/or Individual PAGA Payments and send them to the Class Members and Aggrieved
24 Employees via First Class U.S. Mail. The face of each check shall prominently state the
25 date (180 days after the date of mailing) when the check will be voided ("Void Date").
26 The Administrator will cancel all checks not cashed by the Void Date. The Administrator
27 will send checks for Individual Settlement Payments to all Participating Class Members
28 (including those for whom the Class Notice was returned undelivered). The Administrator

1 will send checks for Individual PAGA Payments to all Aggrieved Employees including
2 Non-Participating Class Members who qualify as Aggrieved Employees (including those
3 for whom Class Notice was returned undelivered). The Administrator may send
4 Participating Class Members a single check combining the Individual Class Payment and
5 the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
6 must update the recipients' mailing addresses using the National Change of Address
7 Database.

8 4.4.2 The Administrator must conduct a Class Member Address Search for all
9 other Class Members whose checks are returned undelivered without USPS forwarding
10 address. Within seven (7) days of receiving a returned check, the Administrator must re-
11 mail checks to the USPS forwarding address provided or to an address ascertained through
12 the Class Member Address Search. The Administrator need not take further steps to
13 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
14 The Administrator shall promptly send a replacement check to any Class Member whose
15 original check was lost or misplaced, requested by the Class Member prior to the void
16 date.

17 4.4.3 For any Class Member whose Individual Class Payment check or
18 Individual PAGA Payment check is uncashed and canceled after the void date, the
19 Administrator shall transmit the funds represented by such checks to the California
20 Controller's Unclaimed Property Fund in the name of the Class Member, thereby
21 leaving no "unpaid residue" subject to the requirements of California Code of Civil
22 Procedure § 384, subd. (b).

23 4.4.4 The payment of Individual Class Payments and Individual PAGA
24 Payments shall not obligate Defendant to confer any additional benefits or make any
25 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond
26 those specified in this Agreement.

1 **5. RELEASES OF CLAIMS**

2 Effective on the date when Defendant fully funds the Gross Settlement Amount and all
3 employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments,
4 Plaintiff, Participating Class Members, and all Aggrieved Employees will release claims against
5 all Released Parties as follows:

6 5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all claims,
7 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
8 or reasonably could have been, alleged, based on the facts contained in the Action, including but
9 not limited to claims for violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226(a),
10 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198; 2800, 2802, 2698,
11 2699, 2699.3, 2699.5; violations of California Business and Professions Code § 17200 et seq.;
12 and all claims related to her employment with Defendant, including but not limited to claims
13 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the
14 Civil Rights Act of 1964, the California Labor Code and Industrial Wage Orders, Unruh Civil
15 Rights Act, claims for credit/background checks, defamation, privacy claims, tort claims, and all
16 equivalent claims under state, federal or local law ("Plaintiff's Release"). Plaintiff's Release does
17 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
18 unemployment benefits, disability benefits, social security benefits, workers' compensation
19 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
20 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
21 or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's
22 Release shall be and remain effective in all respects, notwithstanding such different or additional
23 facts or Plaintiff's discovery of them.

24 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code § 1542. For
25 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
26 rights, and benefits, if any, of § 1542 of the California Civil Code, which reads:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
28 **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.**

5.2 Released Class Claims: All Participating Class Members will waive and release all claims asserted in the Action that could have been alleged against the Released Parties based on the factual allegations asserted in the Action during the Class Period, including but not limited to claims for: (1) failure to pay overtime (including but not limited to claims under California Labor Code §§ 200-204, 218.6, 512, 558, 1194, and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order); (2) failure to compensate for all hours worked (including but not limited to claims under California Labor Code §§ 200-204, 216, 225.5, 226, 500, 510, 558, 1197, 1197.1, 1194.2, 1198 and the applicable IWC Wage Order); (3) failure to provide meal periods (including but not limited to claims under California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order); (4) failure to authorize and permit rest periods (including but not limited to claims under California Labor Code § 226.7 and the applicable IWC Wage Order); (5) failure to furnish compliant wage statements and maintain records (including but not limited to claims under California Labor Code §§ 226(e) and 226.3, 1174, 1174.5, 1198.5) (6) failure to reimburse business expenses (including but not limited to claims under California Labor Code §2802), (7) failure to timely pay wages (including but not limited to claims under California Labor Code §§ 201-204, 210 and 227.3 and the applicable IWC Wage Order); and (8) Violation of Business & Professions Code § 17200 *et seq.* (collectively the “Released Class Claims”).

5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged or could have been alleged based on the facts alleged in the LWDA Letters against Released Parties, including but not limited to, include, penalties under California Labor Code §§ 200, 201, 202, 203, 204, 210, 216, 218.5, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,

2802, 2699 *et seq.* and applicable Industrial Wage Orders (collectively the “Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL**

Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the fairness of the Settlement and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code § 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement. Class Counsel shall obtain a prompt hearing date for the Motion for Preliminary Approval; and Class Counsel and Defense Counsel shall appear in Court at the hearing for the Motion for Preliminary Approval. Class Counsel shall provide Defense Counsel with a copy of the Motion for Preliminary Approval at least seven days before filing it. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION**

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than fifteen (15) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class

Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (i.e. opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that communicates the Class

1 Member's election to be excluded from the Settlement and includes the Class Member's
2 name, address and email address or telephone number. To be valid, a Request for
3 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

4 7.5.2 The Administrator shall accept any timely Request for Exclusion as valid
5 if the Administrator can reasonably ascertain the identity of the person as a Class Member
6 and the Class Member's desire to be excluded. The Administrator's determination shall
7 be final and not appealable or otherwise susceptible to challenge. If the Administrator has
8 reason to question the authenticity of a Request for Exclusion, the Administrator may
9 demand additional proof of the Class Member's identity. The Administrator's
10 determination of authenticity shall be final and not appealable or otherwise susceptible to
11 challenge.

12 7.5.3 Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
14 to all benefits and bound by all terms and conditions of the Settlement, including the
15 Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement,
16 regardless of whether the Participating Class Member actually receives the Class Notice
17 or objects to the Settlement.

18 7.5.4 Every Class Member who submits a valid and timely Request for
19 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
20 Payment or have the right to object to the class action components of the Settlement.
21 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment,
22 Non-Participating Class Members who are Aggrieved Employees are deemed to release
23 the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible
24 for an Individual PAGA Payment.

25 7.5.5 In the event that ten percent (10%) or more of the Class Members opt-out
26 of the Settlement, Defendant shall have the option of nullifying the Agreement. In order
27 to exercise this option, Defendant must notify Class Counsel in writing within five (5)
28 business days of learning from the Settlement Administrator that the number of opt-outs

1 equals ten percent (10%) or more. In such a case, the Parties and any funds to be awarded
2 shall be returned to their respective statuses as of the date and time immediately prior to
3 the execution of the Agreement.

4 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five
5 (45) days after the Administrator mails the Class Notice to challenge the number of Class
6 Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class
7 Member may challenge the allocation by communicating with the Administrator via fax, email or
8 mail. The Administrator must encourage the challenging Class Member to submit supporting
9 documentation. In the absence of any contrary documentation, the Administrator is entitled to
10 presume that the Workweeks contained in the Class Notice are correct so long as they are
11 consistent with the Class Data. The Administrator's determination of each Class Member's
12 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
13 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
14 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
15 Administrator's determination of the challenges.

16 7.7 Objections to Settlement.

17 7.7.1 Only Participating Class Members may object to the class action
18 components of the Settlement and/or this Agreement, including contesting the fairness of
19 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
20 Counsel Litigation Expenses Payment and/or Enhancement Award.

21 7.7.2 Participating Class Members may send written objections to the
22 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
23 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
24 Final Approval Hearing. A Participating Class Member who elects to send a written
25 objection to the Administrator must do so not later than 60 days after the Administrator's
26 mailing of the Class Notice.

27 7.7.3 Non-Participating Class Members have no right to object to any of the class
28 action components of the Settlement.

1 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
2 to be performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
4 establish, maintain and use an internet website to post information of interest to Class
5 Members including the date, time and location for the Final Approval Hearing and copies
6 of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval
7 Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment and Enhancement Award; the Final Approval
9 Order; and the Judgment. The Administrator will also maintain and monitor an email
10 address and a toll-free telephone number to receive Class Member calls, faxes and emails.

11 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
12 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
13 Not later than five (5) days after the expiration of the deadline for submitting Requests for
14 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
15 containing (a) the names of Class Members who have timely submitted valid Requests for
16 Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted
17 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement
18 submitted (whether valid or invalid).

19 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
20 written reports to Class Counsel and Defense Counsel that, among other things, tally the
21 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
22 Requests for Exclusion (whether valid or invalid) received, objections received,
23 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed
24 for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
25 Weekly Reports must include the Administrator’s assessment of the validity of Requests
26 for Exclusion and attach copies of all Requests for Exclusion and objections received.

27 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
28 authority to address and make final decisions consistent with the terms of this Agreement

on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE**

The General Settlement Amount was calculated based on Defendant's representations of the estimated number of Class Members, Class Member Workweeks, PAGA Employees, and PAGA Employee Pay Periods. Defendant has estimated that this settlement will include approximately 95 Class Members who worked approximately 5,284 Workweeks during the Class Period. The Parties agreed that if the total number of Workweeks worked by the Class Members for

Defendant during the Class Period actually exceeds 5,284 by more than 10%, (i.e., an additional 528 Workweeks worked for a total of 5,812 Workweeks), then the GSA shall be increased proportionally by the Workweeks worked in excess of 5,812 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the GSA by 5,812. The Parties agreed that the Workweek Value amounts to \$25.81 per Workweek (\$150,000/5,812 Workweeks). Thus, for example, should there be 5,813 Workweeks in the Class Period, then the GSA shall be increased by \$25.81. The Parties agreed that alternatively, Defendant may elect to roll back the end of the Class and PAGA Periods to the date in which 5,812 Workweeks is met, and that Defendant must exercise its election pursuant to this Paragraph at least 15 days before the hearing date first set for Plaintiff's Motion for Preliminary Approval. As the Parties were finalizing this Agreement, Defendant was able to determine that as of April 8, 2026, there were 5,811 Workweeks, therefore, Defendant elects to end the Class Period on April 8, 2026. Under no other circumstances shall Defendant be required to pay more than the GSA except as provided for in this section.

9. **MOTION FOR FINAL APPROVAL**

Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 **Response to Objections**. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 **Duty to Cooperate**. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good
2 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
3 Approval. The Court's decision to award less than the amounts requested for the Class
4 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
6 modification to the Agreement within the meaning of this paragraph.

7 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
8 the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for
9 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
10 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
13 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
14 counsel, and all Participating Class Members who did not object to the Settlement as provided in
15 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
16 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
17 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
18 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
19 obligations to perform under this Agreement will be suspended until such time as the appeal is
20 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
21 of the Net Settlement Amount.

22 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
24 modification of this Agreement (including, but not limited to, the scope of release to be granted
25 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain
27 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
28 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the

Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.**

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;

(3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or valid subpoena; or (5) in response to an inquiry or valid subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

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

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form

1 or content of any document necessary to implement the Settlement, or on any modification of the
2 Agreement that may become necessary to implement the Settlement, the Parties will seek the
3 assistance of a mediator and/or the Court for resolution.

4 11.7 No Prior Assignments. The Parties separately represent and warrant that they have
5 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
9 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
10 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
11 CFR Part 10, as amended) or otherwise.

12 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
16 to the benefit of, the successors of each of the Parties.

17 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
18 be governed by and interpreted according to the internal laws of the state of California, without
19 regard to conflict of law principles.

20 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
21 preparation of this Agreement. This Agreement will not be construed against any Party on the
22 basis that the Party was the drafter or participated in the drafting.

23 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during the Action and in this Agreement relating to the confidentiality of information
25 shall survive the execution of this Agreement.

26 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement
27 is inserted for convenience of reference only and does not constitute a part of this Agreement.
28

1 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
2 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day
4 thereafter.

5 11.16 Notice. All notices, demands, or other communications between the Parties in
6 connection with this Agreement will be in writing and deemed to have been duly given as of the
7 third business day after mailing by United States mail, or the day sent by email or messenger,
8 addressed as follows:

9 To Plaintiff:

10 Abramson Labor Group
11 Megan E. Ross, megan@abramsonlabor.com
12 Adam Witkin, adam@abramsonlabor.com
13 1700 W. Burbank Boulevard
14 Burbank, California 91506

14 To Defendant:

15 Medina McKelvey LLP
16 Alexander M. Medina, alex@medinamckelvey.com
17 Elizabeth Levy, elevy@medinamckelvey.com
18 925 Highland Pointe Drive, Suite 300
19 Roseville, California 95678

18 11.17 Execution in Counterparts. This Agreement may be executed in one or more
19 counterparts by facsimile, electronically (e.g. DocuSign), or by email which for purposes of this
20 Agreement shall be accepted as an original. All executed counterparts and each of them will be
21 deemed to be one and the same instrument if counsel for the Parties will exchange between
22 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
23 prove the existence and contents of this Agreement.

24 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that upon the signing of this Agreement pursuant to CCP § 583.330 to extend the date to
27 bring a case to trial under CCP § 583.310 for the entire period of this settlement process.
28

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Del Norte County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

11.20 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

IT IS SO AGREED.

By the Parties:

DATED: 08 / 20 / 2026

Rachel Berry

Plaintiff Rachel Berry

DATED: 8/6/2026

Signed by:
Josh Nebblett

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Defendant Stallant Medical Group, Inc.

By: Josh Nebblett

Position: CFO

1 Approved as to form by counsel:

2 DATED:

ABRAMSON LABOR GROUP

3
4 BY:  _____

5 Megan E. Ross

6 Counsel for Plaintiff

7 DATED: August 7, 2026

MEDINA McKELVEY LLP

8
9 BY:  _____

10 Elizabeth Levy

11 Counsel for Defendant Stallant Medical Group, Inc.

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IP: 172.223.241.156



SIGNED

08 / 20 / 2026
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Signed by Rachel Berry (rachberry82@gmail.com)
IP: 172.223.241.156



COMPLETED

08 / 20 / 2026
17:47:33 UTC

The document has been completed.