

## **PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Courtney D. Pritchard (“Plaintiff”) and defendant JumpStartMD, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” Nothing in this Agreement is intended to release or affect in any way Plaintiff’s claims alleged in Case No. C23-01571 in the Superior Court of the State of California for the County of Contra Costa.

### **1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned Courtney D. Pritchard v. JumpStartMD, Inc., Case No. 23CV0299981, initiated on March 24, 2023 and pending in Superior Court of the State of California, County of Alameda.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” 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.
- 1.4. “Aggrieved Employee” means all individuals classified as non-exempt employees who are or were previously employed by JumpStartMD, Inc. and performed work in the State of California during the period from April 3, 2022 through February 5, 2025.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Alameda.
- 1.9. “Defense Counsel” means Fisher & Phillips, LLP.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the

Court enters dismissal of the Class Claims; (b) the Court enters a Judgment on its Approval Order; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment, or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.11. "Gross Settlement Amount" means \$225,000.00 which is the total amount to be paid by Defendant under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Individual Settlement Payment for Plaintiff, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Individual Settlement Payment for Plaintiff" means payment to Plaintiff in the amount of \$10,000.00.
- 1.14. "Judgment" means the judgment entered by the Court based upon granting the Final Approval.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual Settlement Payment for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.
- 1.18. "PAGA Counsel" means Samuel Wong, Kashif, Haque, and Jessica Campbell of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.19. "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.
- 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. "PAGA Period" means the period of time from April 3, 2022 through February 5, 2025.

- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23. “PAGA Notice” means Plaintiff’s March 24, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25. “Plaintiff” means Courtney D. Pritchard, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means that upon entry of final judgment and funding of the Gross Settlement Amount, the LWDA will release all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA period and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant and each of its past, present and future parents, subsidiaries, affiliates, shareholders, principals, executives, members, agents, employees, officers, directors, partners, attorneys, related corporations, divisions, joint venturers, predecessors, successors, assigns and all persons acting by or through or in concert with any of them, and each of them.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendant” means JumpStartMD, Inc., the named defendant in the Action.
- 1.30. “Class Claims” mean the class action claims asserted in the Action described in Paragraph 2.1 below.
- 1.31. “Class Claims Dismissal” means Plaintiff’s filing of a request for dismissal, without prejudice, of the Class Claims asserted in the Action, and the subsequent successful dismissal of the Class Claims.

## **2. RECITALS.**

- 2.1. On March 27, 2023, Plaintiff commenced this Action, on behalf of herself and others similarly situated, by filing a class action Complaint alleging causes of action against Defendant for 1. Failure to Pay Minimum Wages; 2. Failure to Pay Overtime Wages; 3. Failure to Provide Meal Periods; 4. Failure to Permit Rest Breaks; 5. Failure to Reimburse Business Expenses; 6. Failure to Provide Accurate Itemized Wage Statements; 7. Failure to Pay Wages Timely During Employment; 8. Failure to Pay All Wages Due Upon Separation of Employment;

and 9. Violation of Business and Professions Code §§ 17200, et seq (“Class Claims”). On June 27, 2023, Plaintiff filed a First Amended Complaint that included all previously alleged Class Claims and added an additional cause of action against Defendant for Enforcement of Labor Code § 2698 et seq. (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)].

- 2.2. On May 8, 2023, Defense Counsel informed PAGA Counsel that Plaintiff signed an arbitration agreement, containing a class action waiver, covering all the claims in this Action and precluded Plaintiff from pursuing any claims on a representative or class basis. Subsequently, the Parties agreed to attend mediation with Daniel J. Turner, and that Plaintiff would dismiss the Class Claims, without prejudice, given that she had waived her right to bring such representative claims in the class action waiver. Plaintiff’s agreement to dismiss the Class Claims is a condition of this Settlement Agreement, and if Plaintiff does not dismiss the Class Claims, or if the Court does not grant the request for dismissal, Defendant is authorized to withdraw from this Agreement.
- 2.3. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On September 18, 2024, the Parties participated in an all-day mediation presided over by Daniel J. Turner, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, agreed to settle the Action and memorialized that agreement in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. Prior to mediation Plaintiff obtained, through informal discovery, sufficient documents and information to investigate the claims including policies, time records, and pay records.
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff have merit or that Defendant bears any liability to Plaintiff on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit.
- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. Defendant has not offered, nor has Plaintiff received,

any direct or indirect consideration for Plaintiff to dismiss the class claims and allegations.

### **3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$225,000.00 and no more as the Gross Settlement Amount. This amount is all inclusive and Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$75,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: An Individual Settlement Payment for Plaintiff of no more than \$10,000.00, in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. This payment is being offered in consideration for Plaintiff executing a general release of claims against Defendant, a release that is broader than any Aggrieved Employee will provide in consideration for a settlement share.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,250.00 except for a showing of good cause and as approved by the

Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Net Settlement Amount ("NSA") which is the GSA minus all deductions to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 112 Aggrieved Employees who worked a total 5,432 PAGA Pay Periods.

4.2.

4.3. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.4.

4.5. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

- 4.6. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement Payment for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
- 4.7. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.8. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.9. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.10. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff as a proxy for the LWDA will release claims against all Released Parties as follows:
- 5.1. Release by Plaintiff on behalf of the LWDA:  
Plaintiff, as a proxy for the LWDA, releases the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period based on the Labor Code violations alleged in the Operative Complaint and in the Notice sent by Plaintiff to the LWDA, which would be considered administratively exhausted by the PAGA Notice Plaintiff sent to the LWDA under applicable law.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

Plaintiff will prepare and file an application or motion for approval of this Settlement. Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the motion for approval. PAGA 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 approval.

**7. SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected to serve as the Administrator and verified that, as a condition of appointment, 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 Expenses. 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, if any, and providing reports 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 section 468B-1.

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

**8. ESCALATOR CLAUSE**

The GSA is based on Defendant's representation that the Aggrieved Employees worked approximately 5,432 Pay Periods as of the date of mediation. Defendant has elected to shorten the release period to the date at which only 5,432 pay periods plus an additional 10% are covered by the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law pursuant to California Code of Civil Procedure section 664.6.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their

respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## **10. ADDITIONAL PROVISIONS.**

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. If the Court does not grant Final Approval, conditions Final Approval on any material change to the Settlement

(including, but not limited to, the scope of release to be granted by Plaintiff and Aggrieved Employees), or the Court does not grant dismissal of the Class Claims, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval and Class Claims Dismissal. However, if the Court does not agree to dismiss the Class Claims, Defendant has the right to withdraw from this Agreement as the dismissal is a condition of the Agreement. The Court's decision to award less than the amounts requested for the Individual Settlement Payment for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff: AEGIS LAW FIRM, PC  
SAMUEL A. WONG  
KASHIF HAQUE  
JESSICA L. CAMPBELL  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Email: [jcampbell@aegislawfirm.com](mailto:jcampbell@aegislawfirm.com)

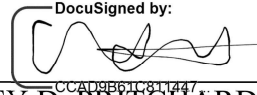
To Defendant: FISHER & PHILLIPS LLP  
JAMES C. FESSENDEN  
JAMIE L. GROSS  
A.J. SPARAGNA  
4747 Executive Drive, Suite 1000  
San Diego, California 92121  
E-Mail: [jfessenden@fisherphillips.com](mailto:jfessenden@fisherphillips.com)  
[jgross@fisherphillips.com](mailto:jgross@fisherphillips.com)  
[asparagna@fisherphillips.com](mailto:asparagna@fisherphillips.com)

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

10.16. 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 that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**Agreed to by the Parties:**

Dated: 7/22/2025 | 8:20 PM PDT

By:   
COURTNEY D. PRITCHARD

Dated: Aug 11, 2025

By: *Parham Javaherian*  
JUMPSTARTMD, INC.

**Agreed As to Form Only:**

AEGIS LAW FIRM, PC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA L. CAMPBELL  
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: August 14, 2025

By:   
JAMES C. FESSENDEN  
JAMIE L. GROSS  
A.J. SPARAGNA  
Attorneys for Defendant

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>  
<<ADDRESS 1>>  
<<ADDRESS 2>>

**Re: Payment From *Courtney D. Pritchard v. JumpStartMD, Inc.***

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Courtney D. Pritchard v. JumpStartMD, Inc.*, Alameda County Superior Court Case No. 23CV029981.

That case was filed against JumpStartMD, Inc (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

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

As part of the settlement, you are releasing JumpStartMD, Inc from all claims for civil penalties under PAGA based on the Labor Code violations alleged in the Notice sent by Plaintiff to the LWDA, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice the Representative sent to the LWDA.

**This Settlement does not release any claims you may have for unpaid wages.**

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

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

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

If you have any questions, you can contact Plaintiff's counsel or Defendant's counsel:

AEGIS LAW FIRM, PC  
Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
949-379-6250  
[jcampbell@aegislawfirm.com](mailto:jcampbell@aegislawfirm.com)

Counsel for Plaintiff

FISHER & PHILLIPS LLP  
James C. Fessenden  
Jamie L. Gross  
A.J. Sparagna  
858-666-3334  
[jgross@fisherphillips.com](mailto:jgross@fisherphillips.com)

Counsel for Defendant

Very Truly Yours,