

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT

Jeanie Burton, et al. v. Joinn Biologics US Inc.
Superior Court of the State of California
County of Contra Costa, Case No. C23-01450

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act ("PAGA") (Labor Code § 2698, *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement ("Agreement").

This Agreement is made by and between Defendant Joinn Biologics US Inc. ("Defendant"), on the one hand, and Plaintiff Jeanie Burton ("Plaintiff"), for herself and in her capacity as a representative of the State of California on behalf of other Aggrieved Employees, on the other hand; and the law firms defined below as "Plaintiff's Counsel" and "Defense Counsel." (Defendant, Plaintiff, and the Aggrieved Employees are collectively referred to as the "Parties" or individually as a "Party.")

The Parties agree that all representative claims brought pursuant to the PAGA in the Superior Court of the State of California, County of Contra Costa, Case No. C23-01450 (the "Action") shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (the "PAGA Gross Settlement Amount") for settlement of the PAGA claims and penalties sought in the Action, which shall be inclusive of Plaintiff's attorneys' fees and costs in connection with the Action, an enhancement payment to Plaintiff, and the expense of the Settlement Administrator.

The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

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

- (a) "Aggrieved Employees" means all individuals who currently and/or formerly worked for Defendant in California as an hourly and/or non-exempt employee at any time from August 24, 2022 through the date the Court grants approval of the PAGA Settlement (the "PAGA Release Period"). Defendant represents that the total number of Aggrieved Employees is approximately 44 individuals who worked approximately 1,478 pay periods during the PAGA Release Period.

- (b) “Complaint” means the operative Complaint—First Amended Complaint—filed by Plaintiff in the Action on or about August 24, 2023. The Complaint originally included class claims as well as a cause of action under the PAGA. On November 3, 2023, the Court ordered the Action to proceed under a single cause of action under the PAGA based on the Parties agreement to dismiss Plaintiff’s class claims pursuant to a valid arbitration agreement.
- (c) “Court” means the Superior Court of the State of California, County of Contra Costa.
- (d) “Defense Counsel” or “Counsel for Defendant” is:
- Collin D. Cook, Esq.
Amaris M. Stich, Esq.
FISHER & PHILLIPS LLP
1 Montgomery Street, Suite 3400
San Francisco, California 94104
- (e) “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.
- (f) “Plaintiff’s Counsel” is:

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
BRADLEY / GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361

Bevin Allen Pike, Esq.
Daniel S. Jonathan, Esq.
Trisha K. Monesi, Esq.
Shealene P. Mancuso, Esq.
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

Article II.

Background.

Section 2.01 Background.

- (a) On June 12, 2023, Plaintiff, on behalf of herself and similarly situated aggrieved employees submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) memorializing claims against Defendant for violations of the Labor Code, including claims for (a) failure to pay overtime wages; (b) failure to pay all wages and minimum wages; (c) failure to provide meal and rest periods; (d) failure to maintain accurate records; (e) failure to timely furnish accurate itemized wage statements; (f) waiting time penalties; and (g) failure to reimburse business expenses.

- (b) On August 24, 2023, Plaintiff filed the Complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Jeanie Burton, et al. v. Joynn Biologics US Inc.*, Case No. C23-01450. The Action is brought by Plaintiff, on behalf of herself, the State of California, and other similarly situated aggrieved employees. Through this Settlement, the Parties have agreed to resolve Plaintiff's claims under the PAGA based on alleged violations of Labor Code sections 201, 202, 203, 221, 223, 226, 226.7, 500, 510, 512, 516, 1174, 1182.11-1182.12, 1194, 1194.2, 1197, 1198, and 2802 premised on Defendant's alleged failure to pay overtime wages; failure to pay all wages and minimum wages; failure to timely pay all wages earned, including at time of separation; failure to provide meal periods; failure to provide rest periods; failure to timely furnish accurate itemized wage statements; and failure to reimburse business expenses.
- (c) On August 26, 2024, the Parties, through their counsel, negotiated a settlement of the Action. Prior to reaching a settlement, Defense Counsel provided Plaintiff's Counsel with information related to the Aggrieved Employees and the pay periods at issue. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (d) The Parties agree that the investigation and evaluation discussed above, as well as the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience, and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (e) This Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA Gross Settlement Amount; (b) dismissal of the Action, with prejudice; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. These terms are material provisions of this Agreement.

Defendant denies each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

Article III.

Scope of the Aggrieved Employees.

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01.

Section 3.02 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee during the PAGA Release Period.

Article IV.

Approval and Implementation of Settlement.

Section 4.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation, or an unopposed motion to be filed by Plaintiff's Counsel, if required, an Order from the Court approving the payment of the PAGA Gross Settlement Amount as described in this Agreement at the earliest possible date.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Gross Settlement Amount and dismissal of the Action as described in this Agreement.

The Court's approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement or decline to dismiss the Action, with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to it.

Section 4.02 Settlement Payment Procedures and Payment of PAGA Gross Settlement Amount and Notice to Aggrieved Employees.

- (a) Defendant shall pay the total amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) to settle the Action. This amount, *i.e.*, the PAGA Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein.
- (b) The Parties agree there are no circumstances that would require Defendant to pay any amount greater than the PAGA Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.16 herein is invoked.
- (c) In the event this Agreement is canceled, rescinded, terminated, voided, or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Furthermore, in that event, nothing in this

Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (d) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-three and one third percent (33.3%) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00) (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel's Payment").
- (e) Defendant will not oppose or object to Plaintiff's Counsel's application for Plaintiff's Counsel's Payment. In the event the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the LWDA and Aggrieved Employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.
- (f) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Gross Settlement Amount Plaintiff's Counsel's Payment, up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff as an enhancement payment, and up to Two Thousand Dollars and Zero Cents (\$2,000.00) to compensate the Parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of seventy-five percent (75%) of the Net Settlement Fund, which shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees unless otherwise ordered by the Court. Any reallocation of the Net Settlement Fund directed by the Court is not grounds to void this Agreement.
- (g) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of the Aggrieved Employees in California during the PAGA Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Release Period multiplied by the Pay Period Value.
- (h) Defendant shall deposit the PAGA Gross Settlement Amount into a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code set up by the Settlement Administrator no later than 30 calendar days after the Effective Date.
- (i) Defendant will provide the Settlement Administrator with a confidential list of the names and addresses of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Release Period, within fifteen (15) business days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such

information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.

- (j) No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Gross Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Gross Settlement Amount, the respective shares shall be paid to Plaintiff's Counsel, the Settlement Administrator, Plaintiff for his enhancement payment, and the LWDA to satisfy their payments herein.
- (k) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (l) One hundred percent (100%) of the PAGA Gross Settlement Amount is considered penalties and will not be subject to local, state, or federal tax withholdings. All recipients of payments under this Agreement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Section 4.03 Submission of Notice of Satisfaction of Judgment.

Upon payment of the PAGA Gross Settlement Amount by Defendant and distribution of the Net Settlement Fund by the Settlement Administrator in accordance with this Agreement, Plaintiff and Defendant will jointly submit a Notice of Satisfaction of Judgment.

Article V.

Limitations On Use Of This Settlement.

Section 5.01 No Admission.

Defendant has denied and continues to deny all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief asserted in the Action. It is understood and agreed by the Parties that this is a compromise and settlement of all disputed claims, and the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendant, the

Released Parties, to any other party or any other person whomsoever. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendant does not waive, and is expressly reserving all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

Section 5.02 Non-Evidentiary Use.

(a) This Agreement is made for the sole purpose of settling the PAGA claims asserted in the Action and may only be used as evidence of the resolution detailed herein. However, neither this Agreement nor any of its terms, or any of the negotiations connected with it or proceedings relating to this Agreement, payouts, or anything else associated with it, shall be offered or used as evidence by any of the Parties or their respective counsel in the Action or any other action or proceeding, including to establish any liability or admission on the part of Defendant or any of the Released Parties, or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

(b) Neither this Agreement nor any of its terms or provisions, or any of the negotiations connected with it or proceedings relating to this Agreement, payouts, or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving this Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 5.03 Nullification.

(a) If the Court should, for any reason, fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if this Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and

entering PAGA Judgment. The following terms are not material to this Agreement: Plaintiff's Counsel's Payment; the amount of the Settlement Administration Fee; and the allocation within the Net Settlement Fund.

Article VI.

Release and Waiver of Claims.

Section 6.01 Limited Release By Plaintiff and the Aggrieved Employees.

Upon Court approval of the Settlement, dismissal of the Action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay overtime wages; (b) failure to pay all wages and minimum wages; (c) failure to provide meal and rest periods; (d) failure to maintain accurate records; (e) failure to timely furnish accurate itemized wage statements; (f) waiting time penalties; (g) failure to reimburse business expenses; (h) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (i) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's LWDA Letter and the operative Complaint, including but not limited to Labor Code sections 201, 202, 203, 221, 223, 226, 226.7, 500, 510, 512, 516, 1174, 1182.11-1182.12, 1194, 1194.2, 1197, 1198, and 2802 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order and Final Judgment granting approval of this Agreement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, the Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Period.

Section 6.02 Tax Treatment and Tax Indemnification.

The Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement. The Aggrieved Employees release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Agreement or any compensation provided at any time by Defendant or any of the Released Parties.

If any state or federal taxing authority contacts, investigates, or pursues any action against any of the Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/her own defense of

and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The Aggrieved Employees shall not contact Defendant, any of the Released Parties, or Defense Counsel.

Article VII.

Miscellaneous Provisions.

Section 7.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm, or other entity.

Section 7.02 Unalleged Claims.

Neither Plaintiff nor Plaintiff's Counsel are aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Agreement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against any Released Parties, except such facts and theories specifically alleged in the Complaint in this Action.

Plaintiff and Plaintiff's Counsel have no current intention of asserting any other claims against any of the Released Parties in any judicial or administrative forum. Plaintiff and Plaintiff's Counsel do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against any Released Parties.

Section 7.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 7.04 No Modifications and Void *Ab Initio*.

(a) This Agreement may not be changed, altered, or modified, except as provided for in this Agreement, in writing signed by the Parties hereto, and approved by the Court. If the Court does not enter an order granting approval of the Agreement, if the Court's approval of the settlement is reversed, if the Agreement is materially modified by the Court or on appellate review, or if the Effective Date does not occur, this Agreement shall be deemed Void *Ab Initio*. Void *Ab Initio* shall mean the Parties will be returned to the status quo prior to this Agreement being reach and it will be as if the Agreement was never entered into.

(b) If Void *Ab Initio*, the Agreement shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of this

Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. A material modification shall have the same meaning as that term is used in California law regarding contracts. This Agreement may not be discharged except by performance in accordance with its terms.

Section 7.05 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of the other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.06 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined in accordance with the laws of the State of California, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 7.07 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto with respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 7.08 Headings and Captions.

Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

Section 7.09 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to (i) the Aggrieved Employees, but only as shall be contractually required to effectuate the terms of the Settlement, and (ii) the Court, but only as necessary to obtain Court approval of the Settlement.

Section 7.10 Waiver of Compliance.

Any failure of any Party, Plaintiff's Counsel, and/or Defense Counsel to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the

extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.11 Counterparts.

This Agreement and any amendments hereto may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.12 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Gross Settlement Amount except as expressly provided herein. Defendant shall bear its own attorneys' fees and costs, and neither Plaintiff's Counsel, Plaintiff, or the Aggrieved Employees shall be responsible for Defendant's attorney's fees and costs. If any Party moves the Court to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.13 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing Party shall be entitled to recover her/its reasonable attorneys' fees and costs.

Section 7.14 Binding.

The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.15 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to California Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 7.16 Escalator Provision.

This settlement is based on Defendant's representation that there are no more than approximately 1,478 pay periods at issue ("Affected Pay Periods") worked by approximately 44 Aggrieved Employees through August 26, 2024. If the actual number of pay periods or Aggrieved Employees is 15% higher or more on the date the Court grants approval of the Agreement, Defendant shall, at its option, either (a) increase the PAGA Gross Settlement Amount in proportion to the increase in Affected Pay Periods; or (b) cap the end date of the PAGA Release Period on the date before the 15% is exceeded.

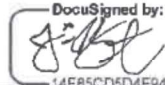
Section 7.17 Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 11/30/2024

DocuSigned by:

 By JEANIE BURTON
14E85CD6D4E9450

Dated: Dec 2, 2024

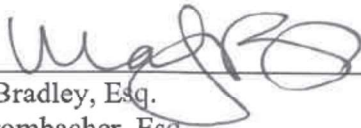
JOINN BIOLOGICS US, INC.

By MSaephan
MSaephan (Dec 2, 2024 11:11 PST)
 Its Myra Saephan

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

BRADLEY / GROMBACHER, LLP

Dated: November 20, 2024

By: 
 Marcus Bradley, Esq.
 Kiley Grombacher, Esq.
 Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: November 30, 2024

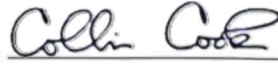
By: 
 Collin D. Cook, Esq.
 Amaris M. Stich, Esq.
 Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JEANIE BURTON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

JOINN BIOLOGICS US INC., a Delaware
corporation; and DOES 1 to 10, inclusive,

Defendant.

Case No. C23-01450

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL
ACT CLAIM (CAL. LABOR CODE
§ 2698, *ET SEQ.*)**

You have been identified as an individual who worked for Defendant Joinn Biologics US Inc. ("Defendant") in California, as a non-exempt hourly employee at any time between August 24, 2022 and [REDACTED] ("Aggrieved Employee").

On June 12, 2023, Plaintiff Jeanie Burton ("Plaintiff") commenced a lawsuit in the Superior Court of the State of California, County of Contra Costa, Case Number C23-01450. On August 24, 2023, Plaintiff filed a First Amended Complaint seeking to recover civil penalties (the "Lawsuit"). Plaintiff alleges in the lawsuit that Defendant failed to pay overtime wages; failed to pay all wages and minimum wages; failed to timely pay all wages earned, including at time of separation; failed to provide meal periods; failed to provide rest periods; failed to timely furnish accurate itemized wage statements; failed to maintain accurate records; and failed to reimburse business expenses. For these alleged violations, Plaintiff seeks penalties pursuant to California Labor Code's Private Attorneys General Act of 2004, codified at Labor Code § 2698, *et seq.* ("PAGA").

Defendant denies Plaintiff's allegations and disputes all of Plaintiff's claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon Court approval of the Settlement, dismissal of the Action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and

the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay overtime wages; (b) failure to pay all wages and minimum wages; (c) failure to provide meal and rest periods; (d) failure to maintain accurate records; (e) failure to timely furnish accurate itemized wage statements; (f) waiting time penalties; (g) failure to reimburse business expenses; (h) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (i) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's LWDA Letter and the operative Complaint, including but not limited to Labor Code sections 201, 202, 203, 221, 223, 226, 226.7, 500, 510, 512, 516, 1174, 1182.11-1182.12, 1194, 1194.2, 1197, 1198, and 2802 (the "Released Claims").

If you have any questions, please contact Marcus Bradley or Kiley Grombacher, Bradley / Grombacher, LLP, counsel for Plaintiff, at (805) 270-7100.