CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made between LINDA MEDINA ("Plaintiff"), on behalf of herself and all others similarly situated, on the one hand, and EASY HEALTH, INC. and EASY HEALTH MEDICAL SOLUTIONS, P.C. (collectively, "Defendants"), on the other hand. Plaintiff and Defendants will at times be referred to collectively as the "Parties" and may individually be referred to as a "Party."

RECITALS

WHEREAS, Plaintiff contends she was employed by Defendants during the alleged "Class Period," defined as between July 3, 2019, and the date the Court in the Action grants Preliminary Approval of this settlement, subject to the escalator clause included in paragraph 13 below;

WHEREAS, Plaintiff contends she was employed by Defendants during the alleged "PAGA Period," defined as between July 3, 2022 and the date the Court in the Action grants Preliminary Approval of this settlement, subject to the escalator clause included in paragraph 13 below;

WHEREAS, on or about July 3, 2023, Plaintiff sent the California Labor and Workforce Development Agency ("LWDA") a letter advising of her intent to assert claims against Defendants under the California Private Attorneys' General Act (the "Notice");

WHEREAS, on or about September 7, 2023, Plaintiff filed a Complaint in the Superior Court of California, County of Los Angeles, Case Number 23SMCV04232, entitled *Linda Medina v. Easy Health, Inc., et al.* (the "Action"), asserting a single cause of action for: (1) Violation of the California Private Attorneys General Act ("PAGA");

WHEREAS, Plaintiff has threatened to amend her Complaint in the Action to include class action claims based on the same facts originally alleged ("Class Claims");

WHEREAS, despite the fact that Defendant denies the validity of Plaintiff's claims in the Action, Plaintiff's claims in the Notice, and Plaintiff's threatened Class Claims (collectively, the "Asserted Claims"), the Parties want to resolve and settle the dispute that has arisen between them;

WHEREAS, for purposes of settlement only, the Parties agree that certification of a class is appropriate and the requisites for establishing class certification are met;

WHEREAS, a settlement has been reached as to the Asserted Claims in the total gross amount of Two Hundred Thousand Dollars and Zero Cents ($200,000.00);

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement, as required by a valid court order, or by Plaintiff's counsel to demonstrate their adequacy as class counsel in other matters). Defendants disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4, and subject to court approval of this Agreement, Defendants agree to pay a gross amount of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) (the "Gross Settlement Amount") to the Class Members (as defined in Paragraph 7 below) subject to the following terms and conditions:

a. The Parties agree that Five Thousand Dollars and Zero Cents ($5,000.00) of the Gross Settlement Amount will be payable to Plaintiff as an enhancement award, in addition to any amount she may be entitled to under the distribution formula as identified in Paragraph 7, for her time, effort, expense, and risks associated with being the named representative, a broader general waiver of her rights, and participating in the Action as a class representative. This payment will be reported as 1099 income from which no deductions will be made. Defendant will not oppose Plaintiff's application for such an enhancement award so long as it is consistent with the amount described herein. This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. Plaintiff acknowledges her responsibility to pay any and all taxes related to the enhancement award. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. The Parties agree that Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00) of the Gross Settlement Amount shall be used to pay the settlement administration fees of third-party administrator Phoenix Class Action Administration Solutions (the "Administrator"). The costs of the Administrator shall be paid from, and shall not be in addition to, the Gross Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

c. The Parties agree that thirty-five percent (35%) of the Gross Settlement Amount (i.e. $70,000.00) will be allocated to the payment of the attorneys' fees.. Defendants will not oppose any request for attorneys' fees so long as it does not exceed this threshold. This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

d. Plaintiff's counsel shall also be entitled to reimbursement for all litigation costs actually incurred in the Action, in an amount not to exceed Nineteen Thousand Dollars and Zero Cents ($19,000.00). This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. Should the Court approve less than the amount provided for in this

Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. The Parties agree that the employer's share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall be paid by Defendant separately from the Gross Settlement Amount, and shall not be deducted from the Gross Settlement Amount.

f. The Net Settlement Amount shall consist of the Gross Settlement Amount less the amounts identified in Paragraph 2.a. through 2.e., above (i.e. enhancement award, costs of administration, attorneys' fees, and costs).

g. The Parties agree that Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) of the Net Settlement Amount shall be allocated to Plaintiff's claims under the California Private Attorneys General Act ("PAGA") and will be distributed as required by that statute (the "PAGA Allocation"). Specifically, twenty-five percent (25%) of the $25,000 PAGA Allocation (i.e. $6,250.00) will be distributed to the PAGA Members and seventy-five percent (75%) of the PAGA Allocation (i.e. $18,750.00) will be distributed to the LWDA. These amounts shall come from, and shall not be in addition to, the Net Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

h. The PAGA Members' share of the PAGA allocation shall be divided among them on a pro rata basis based on the number of pay periods they worked during the PAGA Period. Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each individual PAGA Member worked during the PAGA Period and dividing that by the total number of pay periods the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the PAGA allocation;

i. The Parties agree that the remainder of the Net Settlement Amount after the PAGA Allocation is deducted shall be allocated to Plaintiff's class action claims (the "Class Allocation");

j. Provided the Court approves this Agreement, Defendants shall deposit the Gross Settlement Amount ($200,000.00) and the employer's share of any payroll taxes into a QSF account established by the Administrator by March 5, 2026. For purposes of this Agreement, court approval may be by way of minute order, order from the bench, or by signed final approval order, whichever is earlier. Within seven (7) calendar days after the Court grants final approval of this Agreement, the Administrator shall provide Defendant with written notice of the total monies Defendant must deposit.

k. The Parties agree that the employees' share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall come from the Gross Settlement Amount, and shall not be in addition to the Gross Settlement Amount. Furthermore, Plaintiff and the Class Members shall be responsible for any and all tax obligations, other than the employer's share of any payroll taxes, that are associated with any payments they receive under this Agreement.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability

is understood and agreed to as follows:

a. "Released Parties" as referenced herein and as released in the Agreement shall collectively mean Defendants, and their former, current, and future parent companies, subsidiaries, affiliates, shareholders, managers, members, agents (including, without limitation, any investors, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors and employees) predecessors, successors, and assigns of the foregoing.

b. Plaintiff Linda Medina, on behalf of herself and her heirs, successors, assigns, attorneys and agents, hereby releases and forever discharges the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which she ever had, now has, or may have in the future including, but not limited to, any Asserted Claims, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay straight time wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to pay vacation wages upon separation, unfair competition, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement (the "Participating Class Members") hereby release and forever discharge the Released Parties from any and all claims made, or which could have been made, in the Action based on the facts alleged in Plaintiff's Complaint and/or First Amended Complaint including, but not limited to, any claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate wage statements, failure to pay wages at separation, failure to reimburse business expenses, or unfair competition based on events occurring during the Class Period, and all claims for costs, attorney's fees, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period.

d. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged or which could have been alleged in the Action based on the Notice including, but not limited to, any claims arising from any failure to pay minimum wage, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate wage statements, failure to pay wages at separation, failure to reimburse business expenses, or unfair competition based on events occurring during the PAGA Period, and all claims for costs, attorney's fees, and civil penalties related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. California Civil Code Section 1542. Plaintiff hereby agrees to waive all rights that

she might possess under Section 1542 of the Civil Code of the State of California related to any claims she may have against any of the Released Parties. Section 1542 has been explained to Plaintiff by her counsel and provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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. <u>Filing of First Amended Complaint</u>. Within fourteen (14) calendar days after this Agreement has been fully executed by the Parties, the Parties shall file a Joint Stipulation authorizing Plaintiff's filing of a First Amended Complaint containing the Class Claims in the Action. The FAC shall be in a form approved by Defendants.

6. <u>Motion for Preliminary Approval of Class Action Settlement</u>. Within forty-five (45) calendar days after Plaintiff's filing of the FAC, Plaintiff shall file a motion seeking preliminary approval of this Agreement in the Action. Defendants agree to cooperate with Plaintiff in these efforts so that the motion seeking preliminary approval is filed in a timely manner.

7. <u>Administrator and Distribution Method</u>. The Parties agree that Phoenix Class Action Administration Solutions will process and distribute the Gross Settlement Amount in accordance with the Agreement. The Administrator will issue Class Members a form W-2 for all amounts paid as wages under the Settlement, make all deductions and withholdings required under law, and issue Form 1099's for all amounts paid as penalties or interest. In addition, subject to court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, "Class Members" are defined as: "all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the Class Period, including all current and former medical assistants or persons who held similar job titles and/or performed similar job duties whether classified as exempt or non-exempt." The "Class Period" is defined as the period from July 3, 2019 until the date of Preliminary Approval, subject to the escalator clause in paragraph 13.

b. For purposes of this Agreement, "PAGA Members" are defined as: "all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the PAGA Period, including all current and former medical assistants or persons who held similar job titles and/or performed similar job duties whether classified as exempt or non-exempt." The "PAGA Period" is defined as the period from July 3, 2022 until the date of Preliminary Approval, subject to the escalator clause in paragraph 13.

c. All Participating Class Members who do not opt-out of the Settlement will receive a portion of the Class Allocation on a pro rata basis based on the total number of workweeks worked by all Participating Class Members during the applicable period. The Administrator shall mail and distribute to all Class Members a notice of this settlement, in English, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Class Allocation, how to dispute the allocated number of workweeks, and the date for a final fairness hearing (the "Class Notice," in a form substantially similar to that attached hereto as Exhibit A). The estimated share of the Class Allocation for each individual within the class definition will be determined as follows: 1) A Total Value Per Workweek will be derived by dividing the Class Allocation by the total number of weeks that all Class Members worked within the Class Period (i.e. any week in which a Class Member worked at least 1 day); and 2) each Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective share of the Class Allocation. Any monies allocated to individuals within the class definition who do not participate in this settlement because they opt out will be redistributed to the Participating Class Members pro-rata. The redistribution will take place by eliminating the non-participating Class Members' workweeks from the total workweeks used to calculate the Total Value per Workweek. The Total Value per Workweek will then be recalculated and applied to Participating Class Members' workweeks to determine their respective share of the Class Allocation.

d. Ninety percent (90%) of the payment of the Class Allocation to Participating Class Members will consist of 1099 income representing payment for statutory penalties and interest, and ten percent (10%) of the payment of the Class Allocation to Participating Class Members will consist of W-2 income representing payment for wages.

e. Within fourteen (14) calendar days after the date that the Court grants preliminary approval of this Agreement, Defendants shall provide the Administrator with all information needed to identify and locate the Class Members and PAGA Members, process payments, and process claims for payments. This information will include the Class Members' and PAGA Members' names, dates of employment, last known addresses, last know phone numbers, social security numbers, and any other information required to effectuate the Agreement.

f. The class list and any other data provided by Defendants to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator, except that: (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a Class Member or a third-party; (b) to allow Defendants' counsel and Class Counsel to confirm that the calculation of a particular Class Member's estimated share of the settlement is accurate; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and Class Counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's or PAGA Member's social security number, except for the last four digits.

g. Within seven (7) calendar days from its receipt of the Class Members' information, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendants. Also within seven (7) calendar days from its receipt of the Class Members' information, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for payments to the PAGA Members and the allocation of pay periods to PAGA Members. The Administrator shall redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff in the Action) in order to protect Class Members' and PAGA Members' confidential information. This will allow Plaintiff and Defendants the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

h. Within fourteen (14) calendar days from its receipt of the Class Members' information, upon the approval of the Parties, the Administrator will perform an NCOA check to determine the Class Members' current addresses using the information provided by Defendants, and will mail the court approved notices to the Class Members at those updated addresses. Thereafter, the Class Members will have sixty (60) days from that mailing date to contest the number of workweeks allocated to them, request to opt out of the class action portion of the settlement, or object to the proposed settlement. Any responses not postmarked by the response deadline shall be deemed invalid. If a notice is returned as undeliverable or advises that the Class Member is no longer at the listed address, within three (3) business days of being so informed, the Administrator shall perform a skip-trace on that Class Member and shall re-mail the notice to the new address found as the result of the skip-trace. Individuals who have notices re-mailed to them shall have their deadline to contest the number of workweeks allocated to them, request to opt out of the class action portion of the settlement, or object to the proposed settlement, extended by fourteen (14) calendar days.

i. The Administrator will have the final decision on any disputes that arise regarding the Class Members' information (e.g. the number of workweeks attributable to each Class Member). However, any dispute regarding the validity of any Class Member's response to the notice (e.g. a potentially late, incomplete, or unclear response) shall be resolved by the mutual agreement of the Parties. The Administrator shall provide weekly reports to the Parties regarding the status of the administration process, including the number of opt-outs, objections, and disputes received.

j. Within seven (7) calendar days after the last day for any Class Members to object to the proposed settlement, dispute their information, or request to be excluded from the class action portion of the settlement, the Administrator shall provide the Parties with a signed declaration summarizing the details of the administration process, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items.

k. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Gross Settlement Amount, the Administrator shall provide the Parties the final calculations of all settlement payments to all Participating Class Members and all PAGA Members. The Administrator shall redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiff, such that the Parties can review and approve the final distribution amounts to the Participating Class Members. Within seven (7) calendar days after the final calculations are distributed by the Administrator, only upon approval by the Parties of the final distribution amounts, the Administrator will mail Participating Class Members their pro-rata share of the Class Allocation. Class Members shall have one hundred and twenty (120) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one hundred and twenty (120) days will be voided and will not be reissued. Also within seven (7) calendar days after the Administrator distributes final calculations and obtains the Parties' approval thereof, the Administrator shall distribute the awarded attorneys' fees and costs, the representative enhancement award, the final distribution amounts to PAGA Members, the payment to the LWDA, and the payment for the costs of administration.

l. Within one hundred thirty (130) calendar days after the Administrator mails the Participating Class Members and the PAGA Members their shares of the settlement, any unclaimed funds, including funds from uncashed settlement checks, will be sent by the Administrator to the State of California's Unclaimed Property Division in the name of the Class Member and/or PAGA Member to whom those funds were originally issued. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

m. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 7.l, the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 7.l.

n. The Parties agree the Class Members' and PAGA Members' contact information and social security numbers will be used only by the Administrator for the sole purpose of effectuating the Agreement.

8. <u>Class Counsel</u>. The Parties agree to the designation of Domb & Rauchwerger, LLP and Lawyers for Justice, PC as Class Counsel for purposes of this Agreement only. If the Court does not approve this settlement, Defendant's agreement to the designation of Domb & Rauchwerger and Lawyers for Justice, PC as Class Counsel shall be deemed withdrawn.

9. <u>Class Representative</u>. The Parties agree to the designation of Linda Medina as Class Representative for purposes of this Agreement only. If the Court does not approve this settlement, Defendant's agreement to the designation of Linda Medina as Class Representative shall be deemed withdrawn.

10. <u>Attorneys' Fees and Costs</u>. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action.

11. <u>Enforcement</u>. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure §664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with §1118 and §1123 of the California Evidence Code.

12. <u>Opt-Out Contingency</u>. If more than 15% of the putative Class Members make valid requests to opt out of the class action portion of the settlement, Defendants may, in their sole discretion, choose to reject or accept, and be bound by, this Agreement. Defendants shall have fourteen (14) calendar days from the date the Administrator confirms the number of Class Members who opted out to inform Plaintiff's counsel in writing of their decision to exercise this opt-out option. If Defendants choose to do so, however, Defendants shall pay for all costs charged by the Administrator related to the administration of this settlement up through the date Defendants choose to exercise their opt-out right.

13. Escalator Clause. The Parties have agreed to the terms set forth herein based on their estimate that there are approximately 24 Class and PAGA Members who worked approximately 409 pay periods during the Class and PAGA Periods. However, should the Administrator determine that the actual number of Class and PAGA Members increase beyond 28 Class and PAGA Members for the period starting on July 3, 2019 and ending on the date the Court grants Preliminary Approval of this Settlement (i.e. should the number of Class and PAGA Members increase to 29 or more), then Defendants shall have the option of either: (a) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Class Members above 28 (e.g. if the number of Class and PAGA Members is 29, the GSA will increase by 3.57%), or (b) ending the Class and PAGA Periods on the last day that the total number of Class and PAGA Members equals 28, in which case no adjustment to the Gross Settlement Amount shall be made.

14. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

15. Confidentiality. Plaintiff represents and agrees that she has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized the confidential, proprietary, or trade secret information of the Released Parties.

16. Good Faith Cooperation. The Parties pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, and shall not encourage or solicit any Class Members or PAGA Members to opt-out of the Settlement, object to the Settlement, or file any new claims against Defendants.

17. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend, and hold Released Parties harmless from any such claims.

18. No Additional Recovery. It is the intent of this Agreement that Plaintiff, the Class Members, and the PAGA Members shall not recover, directly or indirectly, any sums from the Released Parties related to the Released Claims other than the funds received pursuant to this Agreement and set forth in Paragraph 2. Accordingly, should Plaintiff, any Class Member, or any PAGA Member pursue any individual or entity who is not a Released Party for any sums related to the Released Claims, and should it be determined that any Released Party is liable to such individual or entity for contribution or indemnity in connection therewith, this Agreement shall act as a release of that individual or entity for any claims that would require such contribution or indemnity.

19. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

20. Entire Agreement. This Agreement sets forth the entire understanding between

the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Notice, Action, and the Asserted Claims. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terns or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

21. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice, Action, and the Asserted Claims. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, resulting in the dismissal of the entire Action, 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 the Agreement shall remain subject to the provisions of California Evidence Code §§1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: 09 / 02 / 2025 ______________________
Linda Medina

Dated: ______________________
Easy Health, Inc.

By: ______________________

Its: ______________________

Dated: ______________________
Easy Health Medical Solutions, P.C.

By: ______________________

Its: ______________________

the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Notice, Action, and the Asserted Claims. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terns or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

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The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: ______________________________

Linda Medina

Dated: 09/08/2025 David Duel (Sep 8, 2025 18:34:36 PDT)

Easy Health, Inc.

By: David Duel

Its: Ceo

Dated: 09/08/2025 David Duel (Sep 8, 2025 18:34:36 PDT)

Easy Health Medical Solutions, P.C.

By: David Duel

Its: Ceo