

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Darren Edmon ("Plaintiff") and defendant Prolink Healthcare, LLC ("Prolink"). The Agreement refers to Plaintiff and Prolink collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

- 1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Prolink captioned *Darren Edmon v. Prolink Healthcare and Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*, Case No. 23STCV28214, initiated on November 17, 2023 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), 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 approval of this Settlement.
- 1.4 "Aggrieved Employee(s)" means all current and former non-exempt employees who work or worked for Prolink in California during the PAGA Period.
- 1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Prolink'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 the PAGA Settlement.
- 1.8 "Court" means the Superior Court of California, County of Los Angeles.
- 1.9 "Defense Counsel" means Akerman LLP.
- 1.10 "Effective Date" means the date by which the last of the following has occurred: 1) the Court has issued the Approval Order and entered Judgment in accordance with the terms described herein; and 2) if the State of California, acting through the LWDA or any other administrative agency or official, or any third party timely objects to the Settlement or intervenes in the Action: (i) if there is an appeal of the

Court's Judgment, the date the judgment is affirmed on appeal, or the date of dismissal of such appeal, (ii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, which is 65 days after entry of Judgment.

- 1.11 "Gross Settlement Amount" means \$220,000, which is the total amount Prolink agrees to pay under the Agreement. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment, the Individual PAGA Payments to the Aggrieved Employees, PAGA Representative Service Payments, 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 Net Settlement Amount calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency designated under Labor Code section 2699, subdivision (i).
- 1.15 "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the LWDA PAGA Payment and the Individual PAGA Payments to the Aggrieved Employees.
- 1.17 "PAGA Counsel" means Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiff in the Action.
- 1.18 "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, not to exceed 1/3 of the Gross Settlement Amount.
- 1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Prolink for at least one day during the PAGA Period.
- 1.20 "PAGA Period" means the period from October 11, 2023 to 60 days from the date this Agreement is signed, or the date of the Approval Order, whichever occurs earlier.
- 1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

- 1.22 "PAGA Notice" means Plaintiff's September 12, 2023 letter to Prolink and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims. PAGA Penalties and Net Settlement Amount have the same meaning within this Agreement.
- 1.24 "PAGA Representative Service Payments" means the \$5,000 payment to the Plaintiff for initiating the Action and providing services in support of the Action.
- 1.25 "Plaintiff" means Darren Edmon, the named Plaintiff in the Action.
- 1.26 "Prolink" means named Defendant Prolink Healthcare, LLC.
- 1.27 "Released PAGA Claims" means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.28 "Released Parties" means Prolink, all entities affiliated with it, and its owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, healthcare facility clients, any and all facilities where any Aggrieved Employees performed work for Prolink, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them, including but not limited to Martin Luther King Jr. - Los Angeles (MLK-LA) Healthcare Corporation and all other entities affiliated with it or them (individually and collectively, the "MLK Entities"), and the MLK Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, assigns, subrogees, executors, partners, parents, and subsidiaries.
- 1.29 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On November 17, 2023, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Prolink for civil penalties pursuant to PAGA. The Complaint alleges labor code violations including, but not limited to: (1) failure to pay wages for all hours worked at minimum wage; (2) failure to pay overtime wages for overtime hours worked at the overtime rate of pay; (3) failure to authorize or permit meal periods and pay meal period premiums; (4) failure to authorize or permit rest periods and pay rest period premiums; (5) failure to provide complete and accurate wage statements; (6) failure to pay all wages due at the time of termination or resignation; and (7) failure to timely pay earned wages during

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

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Prolink and the LWDA by sending the PAGA Notice.
- 2.3 On January 22, 2024, Prolink filed an Answer to the Complaint in the Action.
- 2.4 On May 29, 2024, the Honorable Kenneth R. Freeman granted a Motion to Compel Arbitration, Dismiss Class Allegations, and Dismiss Action filed by Prolink in *Edmon v. Prolink Healthcare*, Los Angeles Superior Court, Case No. 23STCV21974 (the “Class Action”). The Class Action asserted claims for (1) failure to pay all wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to furnish timely and accurate wage statements, (6) failure to pay all compensation due upon discharge, and (7) unfair business practices. Plaintiff’s claims in the Class Action were based on the same conduct as that alleged in the PAGA Complaint filed in the Action. The Parties never initiated an arbitration of Plaintiff’s individual claims remaining from the Class Action.
- 2.5 Following the dismissal of Plaintiff’s class action claims on May 29, 2024, the Parties engaged in extensive discussions in an attempt to reach a global settlement of both Plaintiff’s remaining individual claims, as well as the PAGA claims at issue in this Action. The Parties were able to reach a settlement on August 28, 2024 after months of negotiation, which led to this Agreement to settle the Action.
- 2.6 Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, information about the number of pay periods and the number of individuals in the PAGA group, as well as the effect of the PAGA settlement approved in *Amanda Bowers and Susan Tidwell v. ProLink Staffing Services, LLC*, Los Angeles Superior Court, Case No. 21STCV22188, on September 20, 2023.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Prolink promises to pay \$220,000 and no more as the Gross Settlement Amount. Prolink 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 Prolink.
- 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 Approval Order:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$73,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$5,000. If the Gross Settlement Amount increases in accordance with Paragraph 8 below, then the PAGA Counsel Fees Payment shall increase to 1/3 of the increased Gross Settlement Amount. Prolink 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 the PAGA Counsel Fees 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 will assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and will hold Prolink harmless, and indemnify Prolink, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment currently estimated not to exceed \$9,500, 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 \$9,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To Plaintiff: PAGA Representative Service Payment to Plaintiff of not more than \$5,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive). Prolink will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount.
- 3.2.4 If the Court approves less than the amounts requested above, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.3 Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount:
- 3.3.1 75% of the PAGA Penalties (currently estimated to be in the amount of \$95,375.00) to be paid to the LWDA as the LWDA PAGA Payment.
- 3.3.2 25% of the PAGA Penalties (currently estimated to be in the amount of \$31,791.67) to be paid to the Aggrieved Employees as follows:

3.3.2.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$31,791.67 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.2.2 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 as of June 28, 2024, Prolink estimates there are 1,043 Aggrieved Employees who worked a total of 13,159 PAGA Pay Periods between October 11, 2023 and June 9, 2024.
- 4.2 Aggrieved Employee Data. Within 21 days of the Approval Order, Prolink will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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. Prolink 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 Prolink 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.
- 4.3 Funding of Gross Settlement Amount. Prolink shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Prolink funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, PAGA Representative Service Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and 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.

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Prolink 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 Prolink fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release:

Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from any and all claims, transactions or occurrences, of any nature whatsoever, that occurred from the beginning of time through the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers'

compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Specifically excluded from this Release are any and all of Plaintiff's individual wage and hour claims, derivative claims, and other claims related thereto which shall not be altered or abridged by virtue of this Release.

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

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.

Specifically excluded from this 1542 waiver are any and all of Plaintiff's individual wage and hour claims, derivative claims, and other claims related thereto which shall not be altered or abridged by virtue of this 1542 Waiver.

5.2 Release by Aggrieved Employees and the LWDA:

All Aggrieved Employees, the state of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in Complaint, the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Defendant for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any non-PAGA claims of any individuals.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Complaint filed in the Action (Labor Code, §2699, subd. (l)(1)), this Agreement (Labor Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel. The Parties, by and through their respective counsel, are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff, by and through PAGA Counsel, is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties shall, and hereby do, direct their respective counsel to expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties shall, and hereby do, direct their respective counsel to expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation 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. AGGRIEVED EMPLOYEE PAY PERIODS. Based on a review of its records for the period from October 11, 2023 through June 9, 2024, Prolink estimates that 1,043 Aggrieved Employees collectively worked a total of 13,159 PAGA Pay Periods. If, after accounting for pro rata growth from June 9, 2024 through the last day of the PAGA Period, the number of PAGA Pay Periods worked by Aggrieved Employees in the PAGA Period increases by more than 10%, the Gross Settlement Amount will be increased proportionally. In other words, after accounting for pro rata growth, if the excess is 11%, the Gross Settlement Amount will increase by 1%, if the excess is 12%, the Gross Settlement Amount will increase by 2%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.

- 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 and 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 Prolink that any of the allegations in the Action or the PAGA Notice have merit or

that Prolink has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Prolink'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, Prolink reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Prolink's defenses. The Settlement, this Agreement and the 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. The Parties represent and warrant that their respective counsel, PAGA Counsel and Defense Counsel are authorized by Plaintiff and Prolink, 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 will, and shall, and hereby do, direct their respective counsel to, 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.
- 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 any 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, Prolink, 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 Use and Return of Aggrieved Employee Data. Information provided to Plaintiff and/or PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to Plaintiff and/or PAGA Counsel by Prolink in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Prolink unless, prior to the Administrator's payment of all Settlement Funds, Prolink makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. VineSign, DocuSign, or similar service), 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 Code

of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Darren Edmon

Darren Edmon
For Plaintiff
11/07/2024

(date)

Mark Arnett

Mark Arnett
For Prolink Healthcare, LLC
October 29, 2024

(date)

APPROVED AS TO FORM ONLY:

Joseph Lavi

Joseph Lavi
Counsel for Plaintiff
11/07/2024

(date)

A. Sbardellati

Anthony D. Sbardellati, Esq.
Counsel for Prolink Healthcare, LLC
October 29, 2024

(date)