

# PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Gabriella Yarbough and Rogester Harrison (collectively, the “Plaintiffs”) and defendant SnapMedTech, Inc. (“Defendant”). The Agreement refers to the Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “*Harrison Action*” means the Plaintiff Rogester Harrison’s PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Rogester Harrison v. SnapMedTech, Inc.*, Case No. 37-2023-0053835, initiated on December 11, 2023, and pending in Superior Court of the State of California, County of San Diego. As part of this proposed Settlement, and in order to effectuate a full release of claims, the Parties will stipulate to consolidating the Yarbough Action and Harrison Action and filing a consolidated PAGA complaint in the Harrison Action (the “Operative Complaint”). The First Amended Complaint is the operative complaint in the Action (“the Operative Complaint”), which was filed on January 16, 2026.
- 1.2. “*Yarbough Action*” means the Plaintiff Gabriella Yarbough’s PAGA lawsuit alleging wage and hour violations against Defendant.
- 1.3. “*Actions*” means, the *Harrison Action* and the *Yarbough Action*, collectively.
- 1.4. “*Administrator*” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.5. “*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.
- 1.6. “*Aggrieved Employee*” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.7. “*Aggrieved Employee Data*” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.8. “*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.

- 1.9. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.10. “Court” means the Superior Court of California, County of San Diego.
- 1.11. “Defense Counsel” means Lonnie D. Giamela and Vana Ebrahimi of Fisher & Phillips LLP.
- 1.12. “Effective Date” means the date upon which the Court signs an Order approving the Settlement .
- 1.13. “Gross Settlement Amount” means \$170,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Individual Settlement for Plaintiff, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The Gross Settlement Amount excludes any Individual Settlements separately paid to Plaintiffs for a General Release of their claims, addressed further herein, which will be memorialized in separate confidential settlement agreements.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Individual Settlements for Plaintiffs” means the separately executed Individual Settlements entered into by Defendant and the Plaintiffs with respect to their individual, non-wage and hour claims, wherein the Plaintiffs shall also enter into a general release claims, excluding their wage and hour claims, which are released under this Settlement.
- 1.16. “Service Awards for Plaintiffs” means service award payments to the named Plaintiffs in the amount of \$12,500 each (for a total of \$25,000 in service award payments), as described below in paragraph 5.1 and 5.1.1.
- 1.17. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.18. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.19. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.20. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual Settlement for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.

- 1.21. “PAGA Counsel” means Samuel Wong, Kashif, Haque, Jessica Campbell, and Alexander G.L. Davies of Aegis Law Firm, PC (Aegis”) and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), the attorneys representing the Plaintiffs in the Actions.
- 1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from October 24, 2022 to July 1, 2025.
- 1.25. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.26. “PAGA Notice” means Plaintiff Rogester Harrison’s October 24, 2023 letter, and Plaintiff Gabrielle Yarbrough’s April 26, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.27. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.28. “Plaintiffs” means Rogester Harrison and Gabrielle Yarbrough, the named plaintiffs in the Actions.
- 1.29. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.30. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. “Defendant” means SnapMedTech, Inc., the named Defendant in the Action.

## **2. RECITALS.**

- 2.1. On December 11, 2023, Plaintiff Rogester Harrison (“Plaintiff Harrison”) commenced the *Harrison* Action by filing a Complaint alleging causes of action against Defendant for wage and hour violations. The Complaint is the operative complaint in the *Harrison* Action (the “*Harrison* Complaint.”). On October 18, 2024, Plaintiff Harrison filed a Demand for Arbitration with the American Arbitration Association, for the individual

wage and hour and wrongful termination claims pled in Plaintiff Harrison's San Diego Superior Court Complaint (the "*Harrison* Arbitration Demand"). Defendant denies the allegations in the *Harrison* Complaint and *Harrison* Arbitration Demand, denies any failure to comply with the laws identified in in the *Harrison* Operative Complaint and *Harrison* Arbitration Demand, and denies any and all liability for the causes of action alleged.

- 2.2. On December 11, 2023, Plaintiff Gabrielle Yarbrough ("Plaintiff Yarbrough") commenced the *Yarbrough* Action by filing a Complaint alleging causes of action against Defendant for wage and hour violations. On July 24, 2024, Plaintiff Yarbrough filed a First Amended Complaint adding a cause of action against Defendant for PAGA violations. The First Amended Complaint is the operative complaint in the *Yarbrough* Action (the "*Yarbrough* Complaint."). Defendant denies the allegations in the *Yarbrough* Complaint, denies any failure to comply with the laws identified in the *Yarbrough* Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On June 11, 2025, the Parties participated in an all-day mediation presided over by Debra Mellinkoff, Esq., a respected mediator in wage and hour class and representative PAGA Actions, which led to this Agreement to settle the Actions.
- 2.5. As part of this proposed Settlement, and in order to effectuate a full release of claims, the Parties will stipulate to consolidating the *Yarbrough* Action and *Harrison* Action and filing a consolidated PAGA complaint in the *Harrison* Action (the "Operative Complaint").
- 2.6. Prior to mediation Plaintiffs obtained, through informal discovery, Defendant's wage and hour policies, including all copies of its employee handbook in effect during the PAGA period, time records and pay records for the named Plaintiffs, a 10% sampling of timekeeping and pay records for the Aggrieved Employees, and other relevant documents, including copies of Defendant's meal period waiver form and figures on the number of Aggrieve Employees who signed its waiver.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$170,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit

any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$56,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$34,000.00. The PAGA Counsel Fees Payment shall be allocated amount PAGA Counsel as follows: 60% to BNB,D and 40% to Aegis. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs 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 Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Service Award Payments for each of the named Plaintiffs in the amount of \$12,500 (for a total of \$25,000 in Service Award Payments) in exchange for the general release of wage claims below in paragraph 5.1, in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,060.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$5,060.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$61,773.33 to be paid from the Gross Settlement Amount, with 75% (\$46,330.00) allocated to the LWDA PAGA Payment and 25% (\$15,443.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,443.33) 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 PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

- 4.1. Aggrieved Employee and PAGA Pay Periods. Based on a review of its records through the date of mediation, Defendant estimated there are 392 Aggrieved Employees who worked a total 3,500 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
  - 4.4.1. 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) (“Cy Pres Recipient”), Legal Aid at Work. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiffs’ Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period (“Plaintiffs’ Release”). Plaintiffs’ 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. Plaintiffs’ release also does not extend to the release of their individual non-wage and hour PAGA claims, which shall be released by Plaintiffs in their separately executed Individual Settlement Agreements. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1. Plaintiffs' Separate Individual Settlement Agreements and Waiver of Rights Under California Civil Code Section 1542:

Separate from Plaintiffs' agreement to release all PAGA wage and hour claims alleged in the Action, Plaintiffs have also entered into confidential standalone agreements to release their individually alleged claims against Defendant, including non-wage and hour claims and all other claims arising out of her employment ("Plaintiffs' Individual Settlement Agreements"). Plaintiffs' Individual Settlement Agreements both include a general release of all known and unknown claims of any type whatsoever Plaintiffs may have against Defendant, including a waiver of Section 1542, but excluding their PAGA action wage and hour claims, which they are releasing in this Agreement. Payment of the amount agreed to in Plaintiffs' Individual Settlement Agreements shall be made by Defendant separate from, and in addition, to the Gross Settlement Amount paid in resolution of the PAGA claims alleged in the Action. .

5.2 Release by Aggrieved Employees:

Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the State of California and Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs' individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiffs will prepare and file an application or motion for approval of this Settlement.

**7. SETTLEMENT ADMINISTRATION.**

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

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

**8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

The settlement is based on 3,500 PAGA Pay Periods worked during the PAGA Period. There will be an escalator clause that will trigger if the PAGA Pay Periods are more than 3,500. In the event that the escalator clause is triggered, Defendant will have the option to reduce the scope of the PAGA Period to fit within the escalator clause (i.e., the date in which the number of PAGA Pay Periods is 3,500), or will pay the escalator proportional amount (i.e. if the number of PAGA Pay Periods is 1% higher, then Defendant can elect to increase the Gross Settlement Amount by 1%).

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

**10. ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendant’s defenses. The Settlement, this Agreement and Parties’ willingness

to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

AEGIS LAW FIRM, PC  
Samuel A. Wong  
Kashif Haque  
Jessica L. Campbell  
Alexander G.L. Davies  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
2255 Calle Clara  
La Jolla, CA 92037

To Defendant:

Lonnie D. Giamela  
Vana Ebrahimi  
FISHER & PHILLIPS LLP  
444 South Flower Street, Suite 1500  
Los Angeles, California 90071

- 10.15 Execution in Counterparts. This Agreement may be executed in one or more

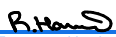
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts.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

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

**Agreed to by the Parties:**

**PLAINTIFF HARRISON**

Dated: 03/03/2026

By:   
Rogester Harrison (Mar 3, 2026 17:48:13 CST)

**PLAINTIFF YARBROUGH**

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

By: \_\_\_\_\_  
Gabrielle Yarbrough

**DEFENDANT**

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

By: \_\_\_\_\_  
SnapMedTech, Inc.

**Agreed As to Form Only:**

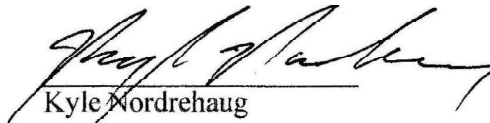
**AEGIS LAW FIRM, PC**

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

By: \_\_\_\_\_  
Samuel A. Wong  
Kashif Haque  
Jessica L. Campbell  
Alexander G.L. Davies  
Attorneys for Plaintiffs

Dated: 3/3/26

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**

  
Kyle Nordrehaug  
Attorneys for Plaintiffs

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

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

**Agreed to by the Parties:**

**PLAINTIFF HARRISON**

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

By: \_\_\_\_\_  
Rogester Harrison

**PLAINTIFF YARBROUGH**

Dated: 02/26/26

By: *gabrielle yarbrough*  
Gabrielle Yarbrough

**DEFENDANT**

Dated: Mar 31, 2026

By: *amb*  
SnapMedTech, Inc.

**Agreed As to Form Only:**

Dated: 3/2/26

**AEGIS LAW FIRM, PC**  
By: *Alexander G.L. Davies*  
Samuel A. Wong  
Kashif Haque  
Jessica L. Campbell  
Alexander G.L. Davies  
Attorneys for Plaintiffs

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**

\_\_\_\_\_  
Kyle R. Nordrehaug  
Attorneys for Plaintiffs

Dated: Mar 31, 2026

**FISHER & PHILLIPS LLP**  
  
By: \_\_\_\_\_  
Lonnie D. Giamela  
Vana Ebrahimi  
Attorneys for Defendant

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>

<<ADDRESS

1>>

<<ADDRESS 2>>

**Re: Payment From *Harrison, et al. v. SnapMedTech, Inc, et al.***

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

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Harrison v. SnapMedTech, Inc., et al.*, San Diego County Superior Court Case No. 37-2023-0053835.

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

The plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant deny that it did anything wrong or that it owes any penalties. Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties.

As part of the settlement, you are releasing Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns (the “Released Parties”) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs’ individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period (the “Released Claims”).

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

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

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

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

If you have any questions, you can contact Plaintiffs’ counsel:

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Counsel for Plaintiffs

Very Truly Yours,