

PAGA SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Patricia Lim (“Plaintiff”), for herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Members, on the one hand, and Defendants Wachhorst Leigh Meinster, Dr. Peter Chang Kono, an individual, Dr. Shachi Bahl, an individual, and Dr. Martha Vanzina, an individual, (“Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Members as set forth herein.

I. DEFINITIONS

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

- (a) “Action” means the PAGA Action, Case No. 24CV429909.
- (b) “Agreement” means this PAGA Settlement Agreement and Release.
- (c) “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- (d) “Complaint” means the operative Complaint, which was filed on or about November 16, 2023, for Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.); misclassification of non-exempt employees; failure to pay wages when due; failure to pay minimum wages; failure to pay overtime compensation; failure to provide rest periods; failure to provide meal periods; failure to pay wages upon termination; and failure to provide accurate, itemized wage statements.
- (e) “Court” means the Superior Court for the State of California, County of Santa Clara.
- (f) “Defendants” means the Defendants in this Action, Wachhorst Leigh Meinster, Dr. Peter Chang Kono, an individual, Dr. Shachi Bahl, an individual, and Dr. Martha Vanzina, an individual.
- (g) “Defense Counsel” or “Counsel for Defendant” means:

Nathan K. Low
nlow@fisherphillips.com
Jessica A. Taylor
jataylor@fisherphillips.com

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One Montgomery Street, Suite 3400
San Francisco, California 94104
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Facsimile: (415) 490-9001

- (h) “Individual Settlement Payment” means the portion of the Gross Settlement Amount paid to Plaintiff for the resolution of any individual claims Plaintiff may have against Defendants.
- (i) “PAGA Settlement Members” or “aggrieved employees” means Defendant’s current and former non-exempt employees in the State of California from November 22, 2022, through the Approval Date, subject to the potential limitations as described in Section II(C)(c) below.
- (j) “PAGA Settlement Member Payment” means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.
- (k) “Effective Date” means the date by which all of the following have occurred:
 - (1) The Court has approved the Agreement;
 - (2) The Court has entered the Final Order;
 - (3) The later of the following
 - i. if no timely objections are filed or if all objections are withdrawn, the date on which the Court or any party hereto serves notice of entry of the Final Order;
 - ii. if an objection is filed and not withdrawn, the seventh (7th) calendar day after the date for filing an appeal and no such appeal being filed; or
 - iii. if any timely appeals are filed, the seventh (7th) calendar date after the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement. Should any appeal not result in approval of the Parties’ Agreement as described herein, the Agreement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of December 15, 2023.
- (l) “Final Order” means the final Court order entered in the PAGA Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

- (m) “Gross Settlement Amount” means the total gross settlement amount of One Hundred Twenty Dollars and Zero Cents (\$120,000.00) to be paid by Defendants to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.
- (n) “LWDA” means the State of California Labor and Workforce Development Agency.
- (o) “Named Plaintiff” or “Plaintiff” means Patricia Lim, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees.
- (p) “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- (q) “PAGA Action” means the matter of *Patricia Lim v. Wachhorst Leigh Meinster, et al.*, filed in the Superior Court of California, County of Santa Clara, Case No. 24CV429909.
- (r) “PAGA Claims” means all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against the Released Parties, that could have been recovered under the PAGA based on the facts asserted in the PAGA Action for alleged: misclassification of non-exempt employees in violation of C.C.R 11040 and *Labor Code* section 515; failure to pay wages when due in violation of *Labor Code* sections 204 and 210; failure to pay minimum wages in violation of *Labor Code* sections 1194, 1197, 1197.1, 218.5, and 218.6; failure to pay overtime compensation in violation of *Labor Code* sections 558, 510, 1194, and 1198; failure to provide rest periods in violation of *Labor Code* sections 226.7 and 512; failure to provide meal periods in violation of *Labor Code* section 226.7 and 512; failure to pay wages upon termination in violation of *Labor Code* sections 201, 202, and 203; failure to provide accurate, itemized wage statements in violation of *Labor Code* sections 226, 226.3, and 1174.5, all corresponding and applicable Wage Orders.
- (s) “PAGA Claim Period” means any time during the period of November 22, 2022 through the Approval Date, subject to the potential limitations as described in Section II(C)(c) below.
- (t) “Plaintiff’s Counsel” means:
- Harris Emran
harris@emranlaw.com
Kaitlin Martinez
kaitlin@emranlaw.com
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Telephone: (415) 890-0041
- (u) “Released Parties” means Dr. Robert Iverson, Defendants, their third-party staffing agencies, parents, subsidiaries, affiliates, insurers, related entities and divisions, and

their respective: (1) predecessors, successors, and assigns, and (2) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

(v) “Settlement Administrator” means Apex Class Action Administration.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). This Agreement is expressly contingent upon the Court’s approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). The Court’s failure to approve this Settlement shall render the entire Agreement voidable and unenforceable as to the Parties, at the option of either Plaintiff or Defendants. Each party may exercise its option to void this Agreement as provided above by giving notice, in writing, to the other party, and to the Court within fifteen (15) days after the Final Order denying approval of the Settlement has been received by the party seeking to void the Agreement.

Plaintiff will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court’s concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court’s concerns.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties to the LWDA within ten (10) days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

C. Gross Settlement Amount Payment Procedures

(a) Gross Settlement Amount

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agrees to pay the Gross Settlement Amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), which is the total and all-inclusive amount Defendants will be obligated to pay

under the Settlement embodied by this Agreement, subject only to the potential pro-rata increase as described in Section II(C)(c) below. The Gross Settlement Amount shall be allocated as follows:

- (1) Attorneys' Fees and Costs: Plaintiff's Counsel may apply to the Court for up to one-third of the total Gross Settlement Amount (currently estimated at Thirty Nine Thousand Six Hundred Dollars and Zero Cents \$39,600.00) ("Fee Amount") as attorneys' fees and will request up to Fourteen Thousand Dollars and Zero Cents (\$14,000.00) in actual costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Agreement, (ii) provide any of the Parties with the right to terminate the Agreement, or (iii) impose any obligation on Defendants to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not. If Plaintiff's Counsel's requests for the Fee Amount or Actual Cost are not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (2) Settlement Administration Fees: All Settlement Administration expenses shall be paid from the Gross Settlement Amount and shall not exceed Two Thousand Nine Hundred Eighty Dollars (\$2,980.00) ("Settlement Administration Fees"). Settlement Administration expenses paid to an outside Settlement Administration service must come out of the Gross Settlement Amount. The Parties agree to retain Apex Class Action Administration to serve as the Settlement Administrator in this matter. If the Settlement Administration Fees are less than the estimated amount of \$2,980.00, the remainder will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (3) Plaintiff's Enhancement Payment: Defendants agree not to oppose Plaintiff's request for an enhancement payment of Three Thousand Dollars (\$3,000.00) in recognition for the work Plaintiff has done on behalf of the State of California and the aggrieved employees. If Plaintiff's request for an enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (4) Plaintiff's Individual Settlement Payment: Defendants agree to pay Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) to Plaintiff in exchange for a settlement of Plaintiff's individual claims, and a comprehensive release of known and unknown claims including a Section 1542 release. The Individual Settlement shall be allocated as follows: Fifteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$15,750.00) to Plaintiff's Counsel, and Twenty-Nine Thousand Two Hundred Fifty Dollars and Zero

Cents (\$29,250.00) to Plaintiff.

For tax purposes, Plaintiff's portion of the Individual Settlement Payment shall be treated as 10% wages, 90% non-economic damages, penalties, interest and legal fees and costs. The award is in addition to Plaintiff's shares of the PAGA settlement and shall be paid separately and in addition to the Gross Settlement Amount. The employer's share of payroll taxes on the Individual Settlement Payments shall be paid separately by Defendants. Plaintiff and Defendants will enter into a separate Individual Settlement Agreement, which will include a broad release and 1542 release. The Individual Settlement Agreement shall be confidential except that Plaintiff may disclose the Individual Settlement Agreement to the Court as part of her effort to seek approval of the PAGA Settlement.

(5) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Fee Amount, Actual Costs, Settlement Administration Fees, Plaintiff's Enhancement Payment from the Gross Settlement Amount, and Plaintiff's Individual Settlement Payment (this will yield the "Net Settlement Amount"). Thereafter, seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members ("PAGA Settlement Member Payment").

- i. The "PAGA Settlement Member Payment" for each PAGA Settlement Member shall be determined based on a formula taking into account the number of each PAGA Settlement Member's "Qualifying Pay Periods." A "Qualifying Pay Period" shall be defined as any pay period in which a PAGA Settlement Member was employed as a non-exempt employee during the PAGA Claim Period, as determined by Defendant's records.
- ii. The amount paid to each PAGA Settlement Member will be determined as follows: The 25% amount to be distributed to PAGA Settlement Members will be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the PAGA Claim Period ("Qualifying Pay Period Amount"). Each PAGA Settlement Member will then be paid an amount equal to the Qualifying Pay Period Amount multiplied by that PAGA Settlement Member's total number of Qualifying Pay Periods.

(b) Funding and Distribution Process

Defendants shall fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Settlement Administrator within thirty (30) days of the Effective Date.

Defendants will provide Aggrieved Employee information (names, addresses, phone numbers, social security numbers, and number of Affected Pay Periods worked by each Aggrieved Employee) to the Settlement Administrator to assist the settlement process within ten (10) business days of the Effective Date. This information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.

Defendants will have five (5) business days from the date upon which the Settlement Administrator sends any requests for approvals regarding forms, calculations and timing to review and respond to any such inquiries. Failure to respond within the five (5) business days will constitute an approval of the issue. Payments to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel shall be made by the Settlement Administrator within twenty-one (21) days of the GSA being fully funded or within ten (10) business days of receiving the final PAGA Employees List, whichever is sooner. The Settlement Administrator will disburse PAGA Settlement Member Payments to each PAGA Settlement Member, will disburse the Attorneys Fees to Plaintiff's Counsel, will disburse the Attorneys' Costs to Plaintiff's Counsel, will send a check to Plaintiff for the Enhancement Payment, will send a check to Plaintiff for Plaintiff's Individual Settlement Payment, and will send a check to the LWDA for the LWDA Payment, in the amount calculated pursuant to the terms of this Agreement.

Prior to the disbursement to PAGA Settlement Members, the Settlement Administrator shall run a skip trace to obtain updated address information for every PAGA Settlement Member. PAGA Settlement Members who receive their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA Settlement Member Payment explaining the reason for the payment, substantially in the form attached hereto as **Exhibit A**, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be paid out to a mutually agreed upon *cy-pres* organization which supports "projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent" pursuant to California Code of Civil Procedure section 384.

(c) Pro Rata Increase

Defendants have represented that there are approximately 98 aggrieved employees who worked approximately 1,188 pay periods between November 22, 2022 through November 18, 2024. This estimate serves as the basis for Plaintiff accepting the Settlement. In the event the actual number of pay periods worked by the PAGA Settlement Members during the period from November 22, 2022 through the Approval Date exceeds 1,188 by more than 25%, then Defendants will need to choose whether to increase the Gross Settlement Amount on a proportional basis (i.e., if there was 30% increase in pay periods, Defendants would increase the Gross Settlement Amount by an additional 5%) or have the PAGA Claim Period end on the date when the 25% is reached.

(d) No Additional Contribution by Defendant

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount (subject only to the potential pro-rata increase as described in Section II(C)(c) above). Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal of all claims in the Action with prejudice) provided in this Agreement or to fully and finally settle and resolve the claims alleged in the PAGA Action.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action are barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

(e) Tax Indemnity

The PAGA Settlement Member Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each PAGA Settlement Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and the Released Parties shall not be held liable for any failure to do so.

III. LIMITATIONS ON USE OF THIS SETTLEMENT**A. No Admission**

Defendants dispute that Plaintiff or any PAGA Settlement Member are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Gross Settlement Amount and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the PAGA Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a

presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall be deemed voidable and unenforceable as to Plaintiff and Defendants, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement or a Final Order denying approval of the Settlement has been received by the party seeking to void the Settlement.

Where either party has exercised its option to void this Settlement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to November 18, 2024 in this Action, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. Claims Released By the LWDA and All PAGA Settlement Members

Upon the Effective Date, the LWDA, all PAGA Settlement Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties from the PAGA Claims, including, demands, liabilities, damages, attorneys' fees, costs and penalties that could have been recovered. PAGA Settlement Members will not be provided the opportunity to opt out of this release. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Settlement Members for violations of any predicate statutes other than PAGA, nor constitutes a waiver of claims by PAGA Settlement Members against the Released Parties for any individual non-PAGA wage and hour claims.

B. Claims Released By Plaintiff

In addition, upon the Effective Date, Plaintiff shall be deemed to have resigned from employment with Defendants and also to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties of all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendants. With respect to those claims released by Plaintiff in her individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims they may now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action, except as specifically provided above with respect to the Fee Amount, Actual Costs and Enforcement Action.

V. MISCELLANEOUS PROVISIONS

A. Confidentiality

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Agreement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this case in any manner that identifies Defendant, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. Neither Plaintiff nor Plaintiff's Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other PAGA Settlement Members. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing her Section 7 rights under the National Labor Relations Act, participating in Section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of consideration under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

B. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

C. Voluntariness

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

D. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendants.

E. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settlement Member, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff individually and expressly warrants that she has not transferred to any person or entity, any right or cause of action, or claim released by this Agreement.

F. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all

of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

K. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

M. Fair Settlement

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

N. 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 and shall not be considered in interpreting this Agreement.

O. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights

or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

Q. Enforcement Action

In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 12/6/24, 2024

Patricia Lim

PATRICIA LIM
Plaintiff and PAGA Representative

Dated: _____, 2024

DR. MARTHA VANZINA
Defendant

Dated: _____, 2024

DR. PETER KONO
Defendant

Dated: _____, 2024

DR. SHACHI BAHL
Defendant

Dated: _____, 2024

WACHHORST LEIGH MEINSTER

By: _____

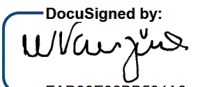
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: _____, 2024

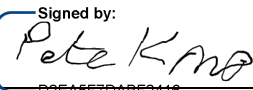
PATRICIA LIM
Plaintiff and PAGA Representative

Dated: 12/6/2024, 2024

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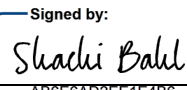
DR. MARTHA VANZINA
Defendant

Dated: 12/8/2024, 2024

Signed by:

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DR. PETER KONO
Defendant

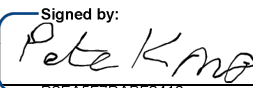
Dated: 12/6/2024, 2024

Signed by:

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DR. SHACHI BAHL
Defendant

Dated: 12/8/2024, 2024

WACHHORST LEIGH MEINSTER

By: 
D2EA5F7DABF2418...

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

Dated: December 6, 2024

EMRAN LAW FIRM

By: *Harris Emran*

HARRIS EMRAN
KAITLIN MARTINEZ
Attorneys for Plaintiffs

Dated: December 12, 2024

FISHER & PHILLIPS LLP

By: 

NATHAN K. LOW
JESSICA A. TAYLOR
Attorneys for Defendant

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

Re: *Patricia Lim v. Wachhorst Leigh Meinster, et al.*, filed in the Superior Court of California, County of Santa Clara, Case No. 24CV429909

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, *Patricia Lim v. Wachhorst Leigh Meinster, et al.*, filed in the Superior Court of California, County of Santa Clara, Case No. 24CV429909 (the “PAGA Action”).

Patricia Lim (“Named Plaintiff”) filed the PAGA Action against Defendants Wachhorst Leigh Meinster, Dr. Peter Chang Kono, an individual, Dr. Shachi Bahl, an individual, Dr. Martha Vanzina, an individual, and Dr. Robert Iverson, an individual (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). Named Plaintiff brought the PAGA Action on behalf of the State of California and all current and former California non-exempt employees who worked at least one pay period for Defendants in California at any time during the period of November 22, 2022 onward. You have been identified as one of the individuals on whose behalf the case was brought.

The Named Plaintiff in the PAGA Action claimed that Defendants owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, the Named Plaintiff alleged that ICS: (1) misclassified non-exempt employees in violation of C.C.R 11040 and *Labor Code* section 515; (2) failed to pay wages when due in violation of *Labor Code* sections 204 and 210; (3) failed to pay minimum wages in violation of *Labor Code* sections 1194, 1197, 1197.1, 218.5, and 218.6; (4) failed to pay overtime compensation in violation of *Labor Code* sections 558, 510, 1194, and 1198; (5) failed to provide rest periods in violation of *Labor Code* sections 226.7 and 512; (6) failed to provide meal periods in violation of *Labor Code* section 226.7 and 512; (7) failed to pay wages upon termination in violation of *Labor Code* sections 201, 202, and 203; and (8) failed to provide accurate, itemized wage statements in violation of *Labor Code* sections 226, 226.3, and 1174.5.

Defendants deny and dispute all allegations made by Plaintiff, and Defendants maintain that they complied with the requirements of the California Labor Code and deny that it owes any penalties. In agreeing to this settlement, Defendants do not admit that they are liable in any way, and no court has made any such findings regarding the credibility of the claims alleged.

The Court has not ruled on the merits of the PAGA Action, but it has approved the settlement amount the parties agreed to. The settlement provides for a cash payment by Defendants in the amount of \$XXX (“Gross Settlement Amount”). After deducting the service award to Plaintiff (\$XXX), attorneys’ fees (\$XXX), actual litigation costs (\$XXX) and the Settlement Administrator’s costs (\$XXX) from the Gross Settlement Amount, the remaining balance represents the Net Settlement Amount.

The Court has approved a Net Settlement Amount in the amount of \$ TBD. By statute, seventy-five percent of the Net Settlement Amount (\$TBD) goes to the State of California’s Labor and Workforce Development Agency. The remaining twenty-five percent (\$TBD) will be paid to the individuals who were allegedly affected by the Labor Code violations at issue in the case. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. As such, you will be giving up or “releasing” Defendants from all claims, demands, liabilities, damages, attorney's fees, costs, and penalties that could have been recovered under the PAGA based on the facts asserted in the PAGA Action for alleged: misclassification of non-exempt employees in violation of C.C.R 11040 and *Labor Code* section 515; failure to pay wages when due in violation of *Labor Code* sections 204 and 210; failure to pay minimum wages in violation of *Labor Code* sections 1194, 1197, 1197.1, 218.5, and 218.6; failure to pay overtime compensation in violation of *Labor Code* sections 558, 510, 1194, and 1198; failure to provide rest periods in violation of *Labor Code* sections 226.7 and 512; failure to provide meal periods in violation of *Labor Code* section 226.7 and 512; failure to pay wages upon termination in violation of *Labor Code* sections 201, 202, and 203; failure to provide accurate, itemized wage statements in violation of *Labor Code* sections 226, 226.3, and 1174.5 and corresponding Wage Orders during the PAGA Claim Period.

Should you have any questions regarding the settlement, the contact information for the settlement administrator is [INSERT]

Sincerely,

[NAME AND TITLE OF SIGNATORY]