CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (this "Agreement") is made and entered into by and between Tanya Young("Plaintiff"), on the one hand, and Lodi Advanced Medical Center, PC and Kevin Stewart (collectively, "Defendants"), on the other hand. Plaintiff and Defendants are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Plaintiff has been employed by Defendants Since May 2022.

WHEREAS, on February 7, 2024, August 29, 2024, and April 1, 2026, Plaintiff submitted notice letters to the Labor and Workforce Development Agency seeking civil penalties against Defendants under the Private Attorney's General Act of 2004 (Labor Code §2699, *et seq.*) (the "PAGA Notices");

WHEREAS, on April 12, 2024, Plaintiff filed a Representative Action Complaint in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-4519 alleging a single a claim for Penalties Pursuant to the Private Attorney's General Act of 2004 (Labor Code § 2699, *et seq.*) for failing to (1) pay overtime wages; (2) provide rest periods, (3) provide meal periods, (4) provide suitable seating, (5) reimburse business expenses, (6) issue accurate and complete wage statements, and (6) timely pay wages upon separation of employment (the "Action");

WHEREAS, on February 26, 2026, Plaintiff filed an Individual Complaint in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2026-0001436 alleging claims individually for failing to (1) pay overtime wages; (2) provide rest periods, (3) provide meal periods, (4) reimburse business expenses, and (5) issue accurate and complete wage statements (the "Related Action");

WHEREAS, on or about April 28, 2026, the Parties reached a settlement to resolve the claims in the Action and Related Action on an individual basis only.

WHEREAS, Defendants deny and dispute all claims alleged, in their entirety, and denies and disputes any and all other claims that have or could have been alleged regarding Plaintiff's employment with and voluntary resignation from Defendant; and

WHEREAS, Plaintiff acknowledges and affirms that her separation from employment with Defendants was at all times voluntary, was not the result of any unlawful conduct by Defendants, and that Plaintiff has and will voluntarily resign her employment. Plaintiff further represents that, as of the Effective Date, she has no expectation of future employment with Defendants and knowingly waives any claim arising from the termination of her employment or any alleged constructive discharge.

WHEREAS, the Parties wish to avoid the time and expense of further proceedings and desire to resolve any and all claims alleged by Plaintiff or those claims that could have been alleged as a result of Plaintiff's employment with Defendants.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. No Admission of Wrongdoing. The Parties agree that this Agreement is not to be construed as an admission of guilt or liability on the part of any Party, and that the Parties, and each of them specifically, deny that any Party has violated any statute, regulation, or any other legal duty governing any relationship with the other Party.

2. Effective Date. This Agreement shall be effective as of the date Defendant receives (i) Plaintiff's signature on this agreement; and (ii) all executed tax documents related to the Settlement Payments (as defined below) ("Effective Date").

3. Release. Upon Defendants' payment of the settlement amount referenced below, Plaintiff on behalf of herself, Plaintiff's family members, heirs, executors, administrators, successors and assignees, hereby releases, acquits, and forever discharges Lodi Advanced Medical Center, PC and Kevin Stewart (collectively, "Defendants") and each of its past, present and future agents, employees, contractors, interns, vendors, clients, customers, servants, officers, directors, owners, members, managers, partners, trustees, representatives, shareholders, stockholders, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, brands, predecessors, successors, insurers, consultants, joint venturers, joint employers, co-employers, affiliates, alter-egos, and related organizations, and all of their respective past, present and future agents, employees, contractors, interns, vendors, clients, customers, servants, officers, directors, owners, members, managers, partners, trustees, representatives, shareholders, stockholders, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, brands, predecessors, successors, insurers, consultants, joint venturers, joint employers, co-employers, affiliates, alter-egos, and related organizations (collectively, "Releasees") from any and all claims, demands, obligations, actions, causes of action, liabilities, and losses of every kind and nature whatsoever and from any and all liability for claims known or unknown arising prior to the date this Agreement is fully executed, including, but not limited to such claims arising out of Plaintiff's employment with and voluntary resignation from Defendant, collectively or individually ("Release"). This Release includes, without limiting the generality of the foregoing: all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, penalties, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever that Plaintiff may have against any or all of the Releasees or any other fact, condition, circumstance, or occurrence whatsoever up to and including the Effective Date, whether known or unknown, suspected or concealed, and whether presently asserted or otherwise, including, but not limited to, all claims that any or all of the Releasees:

- violated public policy or common law (including, but not limited to, claims for assault, battery, negligent hiring, retention or supervision, negligent, reckless, or intentional infliction of emotional distress, breach of contract, intentional or tortious interference with contract or business relations, fraud, misrepresentation, conversion, promissory estoppel, detrimental reliance, wrongful termination, retaliatory discharge, personal injury, defamation, libel, slander, negligence, invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or

- violated personnel policies, procedures, or handbooks, any covenant of good faith and fair dealing, or any purported contract of employment, express or implied, between Plaintiff and any of the Releasees; or

- harassed, retaliated against or discriminated against Plaintiff on the basis of any protected category including but not limited to sex (including sexual harassment), race, ethnicity, color, national origin, ancestry, religion, disability, handicap, age, veteran status, sexual orientation, marital status, parental status, source of income, sick leave, or any other basis in violation of any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions or otherwise violated any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions, including, but not limited to The Civil Rights Acts of 1866, 1964, and 1991; 42 U.S.C. § 1981; The California Fair Employment and Housing Act; Section 503 of the Rehabilitation Act of 1973; The Fair Labor Standards Act (including the Equal Pay Act); The California Workers' Compensation Act; The California Constitution; The California Labor Code, including, but not limited to the Private Attorney General Act pursuant to Labor Code § 2699, *et seq.*; The California Business and Professions Code; The California Government Code; The Plaintiff Retirement Income Security Act; The Americans With Disabilities Act; The Family and Medical Leave Act, as allowed by law; The California Family Rights Act; The California Pregnancy Discrimination Act; The California Industrial Welfare Commission Wage Orders; The Immigration Reform and Control Act; The National Labor Relations Act; California's Occupational Safety and Health Act, or the Federal equivalent; California Labor Code section 132(a); The Families First Coronavirus Response Act; The California Supplemental Paid Sick Leave or any other federal, state, or local paid sick leave law; or

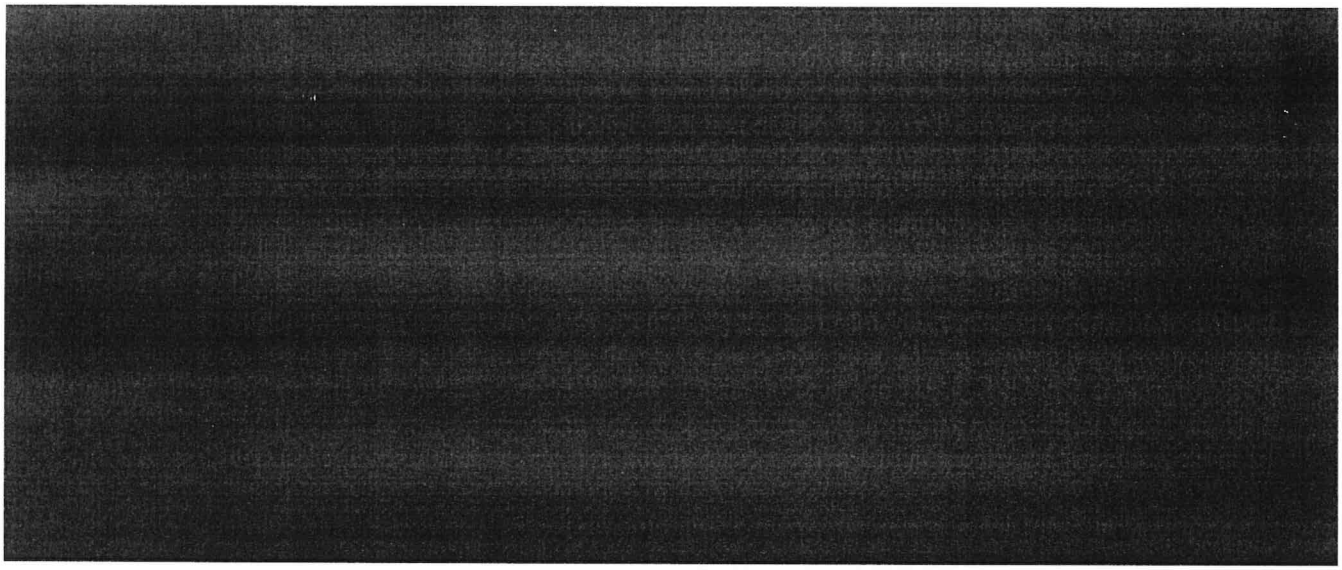
- violated public policy, including claims for wrongful termination of employment, constructive termination of employment, retaliation, whistleblower protections; or

- violated any city, local, state, or federal wage and hour laws, statutes, ordinances, executive orders, or regulations, violated any provision of the California Labor Code including, but not limited to her individual claim under Private Attorney General Act pursuant to Labor Code § 2699, *et seq.* and those provisions for unpaid commissions, wages, sick pay, vacation, meal period premiums, rest period premiums, non-compliant wage statements, expense reimbursements, failure to maintain accurate records, remuneration of any kind, or other benefits; any and all claims that were or could have been asserted.

- are liable under any other theories of recovery arising out of Plaintiff's employment relationship with Defendants or termination of any such employment relationship.

This Agreement is for any relief or benefit, no matter how denominated, including, but not limited to a release in full for claims for physical or mental injury, pain and suffering, prejudgment interest, compensatory damages, punitive or exemplary damages, statutory penalties, insurance and/or reinsurance coverage, benefits, premiums, medical expenses, or attorneys' fees and costs. Plaintiff also releases the Releasees from any and all liability for health care and treatment Plaintiff has received or may receive in the future, with the exception of any health care and treatment related to any currently pending claim for

workers' compensation benefits. This Release does not include anything that cannot be released as a matter of law.



After receipt of the Settlement Payments, Plaintiff will file with the Court the Stipulation for Dismissing PAGA Claims Without Prejudice and Dismissal of Individual Claims With Prejudice in the Action, and a form dismissal with prejudice of the Related Action. Prior to filing, Plaintiff and her counsel are required to provide Defendants (1) an executed copy of this Agreement by Plaintiff, and (2) an executed W-4 and W-9 form for Plaintiff, and (3) an executed W-9 from her counsel.

Defendants shall provide the Settlement Payments to Plaintiff's counsel at: Gaines Law Corporation, 4550 East Thousand Oaks Blvd. Suite 100, Westlake Village, California 91362.

On delivery of the Settlement Payments, Defendants will have fully met all obligations under this Agreement. Defendants will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payments to or between Plaintiff and Plaintiff's counsel or any other counsel Plaintiff may have retained or consulted. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

5. Civil Code Section 1542 Waiver. Plaintiff states and affirms that it is Plaintiff's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, penalty, liability, charge, attorneys' fees and costs herein above released. Plaintiff expressly waives and relinquishes all of Plaintiff's rights and benefits, if any, arising under the provisions of California Civil Code section 1542, which provides:

> **SECTION 1542. 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.**

6. Tax Indemnification. Plaintiff and her counsel understand and agree that they are responsible for payment of any taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of the Settlement Payments. Plaintiff and her counsel acknowledge that no representations regarding the tax consequences of the Settlement Payments have been made by Defendant, the Releasees, or their respective counsel. Plaintiff and her counsel agree that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff and her counsel will be solely responsible for payment of any such alleged tax obligations and will defend, indemnify, and hold Defendants and the Releasees harmless from any resulting tax liability, interest, or penalty associated therewith.

7. Dismissal and Covenant Not to File or Pursue Any Further Claims. Within five (5) business days of receipt of the Settlement Payments, Plaintiff agrees to file with the Court the Stipulation Dismissing PAGA Claims Without Prejudice and Dismissal of Individual Claims With Prejudice in the Action, and the Request for Dismissal with Prejudice of the Related Action ("the Stipulation and Dismissal") and serve a conformed copy of the Stipulation and Dismissal on Defendants' counsel. Other than the Complaint and the PAGA Notices, Plaintiff represents that as of the date of this Agreement, Plaintiff has not filed any other charge, complaint, or lawsuit regarding any claims referred to in Paragraph 3 of this Agreement. Plaintiff and Plaintiff's counsel further agree to execute any additional pleadings, dismissals, stipulations, notices, declarations, or other documents reasonably requested by Defendants that are necessary to fully effectuate the purposes of this Agreement. Plaintiff represents and warrants that all notices submitted by or on Plaintiff's behalf to the Labor and Workforce Development Agency concerning Defendants have been disclosed in this Agreement and that no other known actions or proceedings arising from Plaintiff's employment have been omitted. Despite Plaintiff's representations and warranties in this Paragraph, by execution of this Agreement, Plaintiff agrees to take all steps necessary to dismiss her individual claims, *with prejudice*, any and all claims against Defendants or any of the Releasees that Plaintiff may have already filed or initiated or that may currently be pending, specifically including but not limited to the Complaint and any claims brought before the LWDA, or in any judicial, quasi-judicial, arbitration, or other forum. Plaintiff agrees to take all steps reasonably necessary to fulfill this portion of the Agreement. Plaintiff understands that any failure to undertake this action shall constitute a material breach of this Agreement.

8. Individual PAGA Release and Representative PAGA Wavier. Plaintiff understands and agrees that, on receipt of all Settlement Payments, Plaintiff is not considered an "aggrieved employee," and Plaintiff agrees not to pursue or bring any PAGA claim or cause of action against any of the Releasees. Plaintiff hereby withdraws and releases the PAGA Notices, the Complaint, and any other PAGA claims or causes of action and hereby waives Plaintiff's right to pursue non-individual representative PAGA claims, including Plaintiff's right to represent the State in claiming civil penalties for Labor Code violations that Plaintiff claims Plaintiff experienced or that any other employee claims to have experienced. Plaintiff recognizes this Agreement waives Plaintiff's right to serve as a representative of the State in bringing a claim on behalf of the State and precludes Plaintiff from bringing any claim for civil penalties on behalf of the State arising out of or related to Plaintiff's employment.

9. Confidentiality. Plaintiff agrees that Plaintiff has and will keep the existence and fact of this Agreement and the terms thereof (hereinafter, "confidential information") completely confidential and Plaintiff will not directly or indirectly disclose or in any way publicize that information (including, but not limited to, during any deposition or testimony given in any legal proceeding), unless required to

do so by law. If asked, Plaintiff will respond to requests for information regarding this matter or the terms of this Agreement by stating only that "the matter has resolved." Plaintiff represents and agrees that Plaintiff has not and will not issue any public announcement, publication, or otherwise disclose the confidential information to anyone, including the employees of Defendant (past, present and future), press, media, websites, social media, or any service which reports litigation, verdicts, or settlements, or any service which reports litigation, verdicts, or settlements. Plaintiff further acknowledges that Plaintiff's agreement to this provision is a material inducement for the Parties to enter into this Agreement. If Plaintiff breaches this provision, Plaintiff agrees and represents that any proven breach is a material breach of this Agreement and that Defendants and/or the Releasees shall be entitled to seek any and all available legal or equitable relief. Notwithstanding the foregoing, to comply with Plaintiff's legal obligations, Plaintiff may disclose the existence of the Agreement and the Settlement Payments to Plaintiff's spouse or registered domestic partner, parents, attorneys, accountants, tax preparers, and state and federal taxing authorities, provided that Plaintiff shall inform such persons (other than the state and federal taxing authorities) of the Confidentiality provision of this Agreement and obtain their commitment to maintain the confidentiality of this Agreement. Nothing in this Paragraph or Agreement shall limit any speech protected under applicable state and/or federal law. Nor is anything in this Paragraph or Agreement intended to apply to anything prohibited by law. Plaintiff agrees this Paragraph is reasonable and Plaintiff intends to comply with it.

10. Agreement Not to Disparage Defendants and The Releasees. In further consideration of the promises contained in this Agreement, Plaintiff agrees that Plaintiff will not make any disparaging or defamatory or untrue remarks to any third-party concerning Defendants and/or the Releasees. Such third parties include, but are not limited to, the press and public media (i.e., any employees or agents of newspapers, television stations, radio stations or other media), any organizations or associations, any Internet websites or social media websites or applications, "Instagram," "Facebook," "Twitter," "Snapchat," "blogs" or "chat-rooms," Releasees' and/or any former employees, current employees, or prospective employees. Plaintiff agrees not to post or publish any comments, statements, or reviews related to her employment with Defendants on any website or other forum, including but not limited to, "Indeed," "Glassdoor," and/or "Google." Plaintiff agrees that any breach or threatened breach of these non-disparagement provisions would cause irreparable harm to Defendants and the Releasees and their respective remedies at law are in damages and would be inadequate to remedy such a breach or threatened breach, and that these non-disparagement provisions may be enforced by way of a restraining order and/or injunction in addition to any other remedies which may be available at law or in equity. Nothing in this Paragraph or Agreement prevents or restricts the disclosure of factual information pursuant to Cal. Code of Civ. Pro. section 1001 or any provision of law permitting disclosure. Nothing in this Paragraph or Agreement shall limit any speech protected under applicable state and/or federal law.

11. Confidentiality and Disparagement Materiality. Plaintiff acknowledges that the confidentiality and non-disparagement provisions of this Agreement are material terms upon which Defendants have relied in entering into this Agreement. Plaintiff further acknowledges that a material breach of those provisions would substantially deprive Defendants of the benefit of this Agreement. Accordingly, in the event a court of competent jurisdiction determines that Plaintiff has materially breached either provision, Defendants shall be entitled to seek all available legal and equitable remedies, including injunctive relief, recovery of actual damages, recovery of reasonable attorneys' fees and costs as provided herein, and, to the extent permitted by applicable law, restitution or disgorgement of that

portion of the Settlement Payments attributable to the Plaintiff in consideration paid in exchange for Plaintiff's confidentiality and non-disparagement obligations.

12. Neutral Reference. In the event Defendants receives a request concerning Plaintiff's employment, Defendants will verify only Plaintiff's job title at separation and dates of employment. Plaintiff authorizes Defendants to provide this information.

13. Unemployment Insurance Benefits. Notwithstanding Plaintiff's voluntary resignation as acknowledged in this Agreement, Defendants agree that they will not affirmatively contest Plaintiff's application for unemployment insurance benefits based solely upon the manner of Plaintiff's separation from employment. Nothing in this paragraph shall require Defendants to make any false statement, omit any material fact, or fail to provide truthful factual information if requested by the California Employment Development Department or otherwise required by law. The Parties acknowledge that eligibility for unemployment insurance benefits shall be determined solely by the California Employment Development Department in accordance with applicable law.

14. Acknowledgment. On receipt of all Settlement Payments, Plaintiff acknowledges and agrees that Plaintiff has received an excess of all wages and other compensation or remuneration of any kind due or owed by Defendants and/or the Releasees, including but not limited to all wages, rest periods, meal periods, and reimbursements to which Plaintiff was or may become entitled or eligible. Plaintiff agrees that Plaintiff is entering into this Agreement voluntarily.

15. Competency and Authority. The Parties to this Agreement hereby represent and warrant that they are fully competent to enter into this Agreement and they have the right, power, legal capacity, and authority to enter into this Agreement and bind the entity or individual on behalf of whom they are signing to the terms of this Agreement.

16. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all other oral or written agreements or understandings between the Parties regarding the subject matter herein. This Agreement may not be amended except on the express written consent of the Parties.

17. Governing Law and Attorneys' Fees. This Agreement is governed by and construed under the laws of the State of California. To the extent a dispute arises related to breach of this Agreement, the prevailing Party is entitled to recovery of reasonable costs and attorneys' fees. The sole venue for any lawsuit, action, or proceeding arising out of or related to this Agreement will be in the Superior Court of California, County of San Joaquin.

18. Severability. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the remaining provisions remain valid. This Agreement survives the termination of any arrangements contained herein.

19. Attorneys' Fees and Costs. Other than as stated herein, the Parties are responsible for their own costs and attorneys' fees.

20. Voluntary. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge they have had ample opportunity to have this Agreement reviewed by the counsel of their choice.

21. Execution. This Agreement may be executed in counterparts and if so executed, each counterpart has the same force and effect as an original and together constitute an effective binding agreement on the part of each of the undersigned Parties. This Agreement may also be executed by electronic signature, and each such signature is a fully enforceable signature hereto upon receipt by facsimile or mail by the other Party. Such electronic signatures shall constitute originals for any and all purposes herein. If a Party signs by electronic signature, they shall provide the other Party with the electronic authentication/certification of that signature. Construction. This Agreement is the product of arms-length negotiations and is jointly drafted. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement.

22. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION AND ADVICE OF COUNSEL, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS THAT PLAINTIFF HAS OR MIGHT HAVE AGAINST DEFENDANTS AND THE RELEASEES AS OF THE DATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date(s) set forth below:

PLAINTIFF

Dated: 07 / 20 / 2026

Tanya Young

TANYA YOUNG

DEFENDANT LODI ADVANCED MEDICAL CENTER, PC

Dated: _____

_____

LODI ADVANCED MEDICAL CENTER, PC Name: _____

Title: _____

DEFENDANT KEVIN STEWART

Dated: _____

_____

KEVIN STEWART

Name: _____

Title: _____

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PLAINTIFF

Dated: _____

TANYA YOUNG

DEFENDANT LODI ADVANCED MEDICAL CENTER, PC

Dated: 7/17/2026

LODI ADVANCED MEDICAL CENTER, PC Name: Kevin Stewart
Title: Owner

DEFENDANT KEVIN STEWART

Dated: 7/17/2026

KEVIN STEWART
Name: Kevin Stewart
Title: Owner