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9 JHALIL KING

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO
UNLIMITED JURISDICTION

JHALIL KING

Plaintiff,

vs.

APRIA HEALTHCARE LLC;
MSI HEALTH SOLUTIONS LLC;
ADONIA LOGISTICS LLC; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV011659

Assigned for all purposes
To Hon. Jill Talley
Dept 8A

**DECLARATION OF BRYAN J. McCORMACK IN
SUPPORT OF MOTION TO APPROVE SETTLEMENT
PURSUANT TO THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004; AND
MOTION FOR ATTORNEY FEES**

Date: October 9, 2026
Time: 9:00 a.m.
Dept: 8A

Action Filed: June 12, 2024
Trial Date: September 28, 2026

RESERVATION # A-11659-001

I, BRYAN J. MCCORMACK, declare that:

1. I am an attorney duly licensed to practice law in the State of California and the principal of MCCORMACK LAW FIRM. I am counsel for Plaintiff Jhalil King ("Plaintiff") in this action. I have personal knowledge of the matters set forth herein, and would and could testify thereto if called as a witness herein.

2. I received a Bachelor of Sciences degree from the University of California, Davis in 1987. I graduated from University of San Francisco School of Law, located in San Francisco, California, with a Juris Doctor degree in 1997. I am admitted to practice before the courts of the State of California and the U.S. District Court for the Northern, Eastern and Central Districts of California.

3. For the past 25 years, my practice has been devoted to mostly employment law litigation, including wage and hour class actions in both state and federal courts. From 1998 until 2000, I worked as an associate with Ross, Hackett, Dowling, Valencia and Walti, a full-service litigation firm. In this position, I practiced in various areas of law including business litigation and employment litigation. Since 2001, I have been an owner and partner in the firms of McCormack Law Firm and McCormack & Erlich, LLP, practicing almost exclusively plaintiff's side employment litigation, including wage and hour class actions. I have litigated hundreds of employment law cases to resolution, including both court trial and jury trials. I have over ten years of experience in class and PAGA litigation.

Procedural Statement and Discovery

4. On April 1, 2024, I provided written notice to the LWDA (via its website) of Plaintiff's claim that he was improperly classified as an independent contractor by Apria, MSI and Adonia, and in doing so, Apria, MSI and Adonia violated Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 226.8, 510, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 2802. A true and correct copy of Plaintiff's LWDA claim is attached hereto as **Exhibit A**.

5. On March 27, 2026, I provided a copy of Plaintiff's Court Complaint to the Labor Workforce and Development Agency ("LWDA"). A true and correct copy of the email from LWDA confirming receipt of Plaintiff's Court Complaint is attached hereto as **Exhibit B**.

6. Plaintiff's allegations relevant to this motion are that he and the other aggrieved employees (1) were misclassified as independent contractors; (2) were not paid for all hours worked, including on-call time; (3) were not paid 1.5 times their regular rate for overtime hours; (4) did not receive uninterrupted 10 minute rest breaks, nor were paid rest break premiums; (5) were not reimbursed in full for gas or other necessary expenses; (6) were not provided with wage statements;

(7) were not paid all wages due as of termination. In addition, Plaintiff asserted individual claims under FEHA for race discrimination, failure to prevent discrimination, and retaliation; as well as retaliation under Cal. Labor Code § 1102.5, and wrongful termination under public policy.

Defendants responded to Plaintiff's complaint and answered Plaintiff's claims and allegations.

7. In the course of litigation, Plaintiff propounded four sets of discovery requests to Apria, and six sets of requests to Defendant MSI. All these sets of discovery included requests pertinent to the PAGA claims, and two sets were exclusively related to PAGA. Through this written discovery, after extensive meet-and-confer efforts, filing a joint IDC letter, and multiple amended responses, Defendants provided Plaintiff with timekeeping and payroll data for 78 aggrieved employees of Defendant MSI, and 198 employees of four other couriers, Spoke, Johnson, FedMed, and DCS—i.e., data on nearly 100% of the aggrieved employees covered by this settlement. This data included hundreds of thousands of records spread across nearly two hundred Excel worksheets, requiring Plaintiff's counsel to spend dozens of hours analyzing the data to calculate violation rates for the many different categories of violations that occurred – i.e., unpaid overtime, minimum wage, missed breaks, unpaid on-call time, misclassifications, and unpaid expenses.

8. On February 18, 2026, the Parties participated in mediation before experienced mediator Michael Young, Esq. With the assistance of Mr. Young, the Parties agreed to fully and finally resolve the PAGA claims as to Plaintiff and the other Aggrieved Employees. A settlement was reached as a result of a mediator's proposal. The parties subsequently entered into the settlement agreement presently before the Court. The Parties and their counsel agree that the settlement set forth in the Joint Stipulation for Settlement is fair, reasonable and adequate, and is in the best interest of the Plaintiff, the LWDA, and the Aggrieved Employees. A true and correct copy of said stipulation for settlement is attached hereto as **Exhibit C**.¹

Summary of Settlement Terms

9. In exchange for a release of all PAGA claims that occurred during the period April 1, 2023 to March 31, 2025, and which were asserted based on the facts and theories alleged in Plaintiff's

¹ Pursuant to the Agreement, the terms of settlement of Plaintiff's individual FEHA claims are confidential and are therefore redacted from the Agreement attached hereto. If the Court would like to review these terms, Plaintiff will provide a copy for *in camera* review upon request.

1 April 1, 2024 LWDA letter and in this action, Defendants have agreed to pay a gross settlement
2 amount of \$675,000 in exchange for a PAGA release involving approximately 254 aggrieved
3 employees who were allegedly misclassified as independent contractors. As such, Defendants are
4 paying an average of \$2,657 per PAGA Member. PAGA payments will be allocated to members
5 based on their respective number of affected pay periods worked during the period relevant to the
6 settlement. On a net basis, after the deduction of all fees and expenses, the LWDA and the PAGA
7 Members will receive \$429,056, of which \$321,792 will go to the LWDA and \$107,264 will go to
8 PAGA Members. As there are 9,227 affected workweeks in the PAGA period, Defendants are
9 effectively paying \$73.15 per workweek on a gross basis, and \$46.50 on net basis. Each PAGA
10 Member will receive, on average, \$422, which is significant as compared to other PAGA settlements.

11 10. The settlement resolves all such PAGA claims during the relevant PAGA period,
12 including but not limited to claims covered by a July 3, 2024 LWDA letter submitted by Angela
13 Tisdale and Terrance Pratt covering similar claims, which is the subject of *Tisdale; Pratt v. Apria*
14 *Healthcare LLC*, Case 24STCV16583, filed in Los Angeles Superior Court on July 3, 2024 (after
15 this lawsuit was filed), subsequently removed to federal court (Case No. 2:24-cv-09620).

16 11. Through discovery, Plaintiff obtained the number of aggrieved employees who were
17 allegedly misclassified, and a substantial sample of data showing the number of days they worked,
18 miles driven, on-call shifts and stops, overtime hours, and actual pay. By analyzing this data,
19 Plaintiff was able to calculate violation rates per pay-period, triggering the different categories of
20 penalties alleged in the LWDA letter, and then extrapolate these violation rates to the total pay
21 periods worked by the class, in order to calculate the maximum total penalties. Plaintiff calculated
22 that the total PAGA penalties for all members subject to the settlement are \$4,238,500, as follows:

Penalty	Total Amount
Misclassification LC 226.8	\$ 1,552,500
Wage Statements LC 226.3	\$ 1,804,375
Minimum Wage LC 1197.1	\$ 166,775

Overtime LC 510	\$ 106,125
Business Expenses LC 2699	\$ 288,700
Rest Breaks LC 558	\$ 216,525
Business Records LC 174.5	\$ 103,500
TOTAL	\$ 4,238,500

Based on the Los Angeles County Superior Court’s ruling granted the plaintiff’s motion for summary judgment on February 1, 2024 in a similar case against Apria (*Quintero v. Apria Healthcare LLC*, et al, Case No. 20STCV42367), finding that Apria drivers were employees not contractors, Plaintiff utilized the highest penalties provided by the above labor codes as of the date of that ruling—about midway through the penalty period. However, Defendants argued that they did not violate Section 226.8 because the drivers were not misclassified, and even if they were, penalties were not warranted because such misclassification, if any, was not willful. Moreover, Defendants argued, they should not be immediately subject to the willfulness standard as of the *Quintero* ruling because it took them some time to implement the transition of their entire driver workforce. It is striking that even with all the stacked penalties, and using the highest possible penalties, the recovery for the PAGA employees in this case of \$675,000 amounts to 16% of the fully-loaded damages. This settlement rate would generally be considered a sufficient result for a class action settlement, let alone a PAGA settlement. Indeed, if the ‘willfulness’ standard were not applied, the maximum total penalties would be \$2,459,350, and the negotiated settlement would amount to 27% of that amount. This is an exceptional result for a PAGA-only case.

12. In Plaintiff’s Counsel’s experience, this settlement compares favorably to other PAGA-only settlements, which often greatly reduce penalties. In *Ghrdilyan v. RJ Financial, Inc.*, Los Angeles Superior Court case number BC430633 (June 21, 2012), Plaintiffs sought in excess of \$9 million in civil penalties under the PAGA. (See Plaintiff’s Request for Judicial Notice (“RJN”) #3). After a bench trial, the Honorable Judge Ronald M. Sohigian awarded approximately \$325,000 in civil penalties under the PAGA. In a similar PAGA case, *Shields v. Security Paving Company, Inc.*, LA Superior Court case no. BC492828, the court on October 24, 2017 awarded the prevailing

1 PAGA Plaintiffs civil penalties totaling \$50.00. (See RJN, #4)

2 13. This Settlement also compares favorably to other PAGA settlements with Apria and
3 MSI in similar cases. In *Quintero v. Apria Healthcare LLC*, et al, Case No. 20STCV42367 filed in
4 Los Angeles County Superior Court, the court approved a class settlement on July 14, 2025 for 16.5
5 million dollars for both class and PAGA claims involving drivers who were allegedly misclassified
6 by Apria as independent contractors. (See RJN, #1.) The settlement in that case was particularly
7 high because it contained class claims with a substantial amount of alleged unpaid wages, and
8 because the court ruled in favor of Plaintiff's summary judgment motion finding that the drivers were
9 employees. In the settlement agreement, the parties allocated one million dollars of the settlement to
10 the PAGA claims for 411 Aggrieved Employees. As such, Apria paid on average \$2,433 per PAGA
11 member in *Quintero*. In comparison, Apria will pay, on average, \$2,657 per PAGA member in our
12 case.²

13 14. In *Nevels v MSI Health Solutions, Inc.*, Case No 24STCV02453 filed in Los Angeles
14 County Superior Court, the court approved a class settlement on September 30, 2025 for \$165,000 for
15 both class and PAGA claims for drivers who were classified by MSI as independent contractors. The
16 parties allocated \$10,000 of that amount to the PAGA claims for 911 aggrieved employees. (See
17 RJN, #2.) As such, the PAGA members in that case received a small fraction of what they will
18 receive in this case.

19 **Reasonableness of Fee and Cost Request**

20 15. McCormack Law Firm expended 195.25 attorney hours and 116.7 paralegal hours
21 prosecuting this matter thus far, itemized below. McCormack Law Firm's detailed time records were
22 kept contemporaneously. I reasonably anticipate that we will need to expend an additional 15 hours
23 for such tasks as preparing for and attending the hearing on Final Approval, conferring with the
24 Settlement Administrator and reviewing its reports; communicating with Plaintiff; communicating
25 with Class Members prior to and after final approval on a variety of issues including, but not limited
26 to, the status of the settlement, status of their claim, explaining the settlement, handling lost checks,

27 ² As the PAGA Period in *Quintero* covered more than 5 years, while in our case it covers only 2 years, the average per
28 week recovery is presumably significantly more in our case, although that information is not in the *Quintero* Court's
Order.

1 and address updates; conferring with defense counsel, and generally carrying out the terms and
2 conditions of the settlement.

3 4	Category	Total Hours
5	Investigations, Factual Research, Data Analysis	49.55
6	Discovery	11.35
7	Pleadings, Briefs, Motions	62.3
8	Legal Research	14.8
9	Settlement	52.7
10	Meetings, Calls and Emails	4.55
11	Total Hours	195.25
12	Hourly Rate	\$825
13	Total Fees	\$161,081.30

12 16. This case was litigated on a contingent basis with all the concomitant risk factors
13 inherent in such an uncertain undertaking. Attorney's fees in this case were not only contingent but
14 extremely risky, with a very real chance that Class Counsel would receive nothing at all for his efforts
15 after having devoted significant time and advancing costs.

16 17. Plaintiff has submitted a summary of the lodestar calculations to the Court to assist in
17 a cross-check as to the time and work expended on this action. McCormack Law Firm did a
18 significant amount of work on this case including investigating the claims, quantitative analysis of
19 Defendant's timekeeping, payroll and route data; preparing the lawsuit, conducting discovery,
20 preparing for and attending mediation preparation, and engaging in law and motion practice. The time
21 spent and the fees incurred were reasonable and necessary for the successful prosecution of this case.
22 Detailed Time Records are attached hereto as **Exhibit D**.

23 18. The senior paralegal Mr. Leash recorded 116.7 hours, primarily assisting with
24 discovery and the analysis of Defendant's time records. At the rate of \$225/hour, total paralegal fees
25 were \$26,257.50 I have verified that the paralegal, Mr. Leash, meets the all qualifications of Cal. Bus.
26 & Prof. Code Section 6450 *et seq.* Mr. Leash has a B.A. from the University of California at Santa
27 Cruz and a paralegal certificate from the A.B.A.-approved program at San Francisco State University
28 in 2009; has worked as a paralegal for 16 years; and has certified completion of mandatory

1 continuing education requirements.

2 19. In total McCormack law firm incurred reasonable attorney fees of \$187,338,80. The
3 requested award of \$225,000 therefore results in a 1.2 multiplier.

4 20. Due to the length of time this case has been pending and the amount and type of
5 activities that were needed to be performed, not all time was captured in Counsel's time records.
6 Counsel estimates that up to 5% of Counsel's office's total time was not recorded.

7 21. My reasonable and usual hourly rate charged for class action litigation has recently
8 increased from \$750 to \$825. In *Harrison v. Strategic Experiential Group et al*, case number
9 RG1680755, on May 2, 2018, Judge Brad Seligman approved Counsel's hourly rate of \$750 finding
10 it "reasonable and appropriate and consistent with the rates charged in the San Francisco Bay Area for
11 attorneys with similar qualification, skills and experience." I was also approved for this rate on
12 January 28, 2021 by Sacramento County Superior Court Judge Steven M. Gevercer in *Farfan v. SSC*
13 *Carmichael Operating Company et al.*, case number 2020-00278767-CU-OE. On December 10,
14 2020, Santa Clara County Superior Court Judge Brian Walsh approved my hourly rate of \$750 per
15 hour in *Ly v. Sage Intacct Inc.*, case number 18CV334378. In *Rittenhouse v. National Cinema*,
16 Sacramento County Superior Court, Case No. 34-2020-00281631-CU-OE-GDS, August 1, 2022, I
17 was approved at \$750 per hour by Hon. Jill H. Talley.

18 22. Some of the class action awards obtained by Class Counsel herein from courts around
19 the state support the reasonableness of a fee award requested here:

20 • *Ly v. Sage Intacct*, Santa Clara Superior Court, Case 18CV334378, December 10,
21 2020, Hon. Brian Walsh (33% awarded to McCormack Law Firm and Wynne Law Firm.)

22 • *Farfan v. SSC Carmichael Operating Company et al.*, Sacramento County Superior
23 Court, Case 2020-00278767-CU-OE, January 28, 2021, Hon. Steven M. Gevercer (35% awarded
24 McCormack Law Firm and Wynne Law Firm.)

25 • *Rittenhouse v. Deluca Associates, Inc.*, Sacramento Superior Court, Case 34-2020-
26 00281631-CU-OE-GDS, August 1, 2022, Hon. Jill H. Talley (35% awarded McCormack Law Firm
27 and Wynne Law Firm.)

28 23. In addition to attorneys' fees, McCormack Law Firm has also incurred \$8,649 in costs

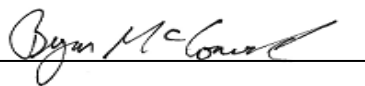
1 reasonably incurred in the prosecution of this matter. Counsel bore the financial burden of advancing
2 all costs as outlined below:

Expense Type	Amount
Complaint filing fee with service charge	\$464
Other Court filing fees	\$134
Postage and Courier service	\$605
Mediation fee	\$7,116
Jury Fee Plus Service Charge	\$170
Service of process fees	\$165
Photocopying Fees	\$290
Total	\$8,944

10 24. Plaintiff Jhalil King assisted me in the prosecution of this action by providing
11 documents from his employment with Defendant as well a critical understanding of their work
12 experiences and Defendant's employment practices. I had numerous calls with Mr. King to answer
13 questions and to provide background information about Defendants' wage practices. Plaintiff's
14 information was instrumental to counsel's understanding of the case and success in obtaining class
15 certification and settlement. Plaintiff King also participated in the action throughout its pendency,
16 including participating in the settlement process.

17 25. On September 11, 2026, I provided a copy of the settlement agreement to the Labor
18 Workforce and Development Agency ("LWDA"). A true and correct copy of the confirmation reply
19 email from LWDA, is attached hereto as **Exhibit E**.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed on September 10, 2026, at San Rafael, California.

23 

24 By: Bryan J. McCormack, Esq.

EXHIBIT A



April 1, 2024

**NOTICE OF INTENT TO COMMENCE CIVIL ACTION
PURSUANT TO LABOR CODE SECTION 2699**

FILED ELECTRONICALLY AND SERVED TO RESPONDENTS VIA CERTIFIED MAIL

California Labor and Workforce Development Agency
Attn: PAGA Administrator

Re: Jhalil King v. MSI Health Solutions LLC, Apria Healthcare LLC and Adonia Logistics

Dear Sir or Madam:

Please be advised that McCormack Law Firm represents Jhalil King in regard to his claims against his former employers MSI Health Solution LLC (“MSI”); Adonia Logistics LLC; (“Adonia”); Apria Healthcare LLC (“Apria” or collectively with MSI and Apria as “Respondents.”) MSI is a registered New York company based in New York that does business in California; Apria is a registered Delaware company based in Indiana that does business in California; Adonia is registered Wyoming company based in California. Mr. King is preparing to file a civil lawsuit against Respondents for violations of the Labor Code as described below.

Labor Code Violations

Jhalil King was hired by Adonia and MSI in approximately February 2023 as a Medical Courier and placed at Apria. As a Medical Courier, Mr. King delivered and set up medical equipment for Apria. King was paid by MSI and Adonia as an independent contractor and reported to Apria each day. When he had issues about pay or his work at Apria, he was instructed to go to his MSI/Adonia Supervisor. He wore an MSI uniform and held himself out to the public as an MSI employee. Apria provided him with his schedule and supervised his day-to-day activities. For purposes of the Labor Code, King was jointly employed by Adonia, MSI and Apria, yet he was paid as an Independent Contractor.

King typically worked 9am to 5pm six to seven days per week and was on-call Monday through Friday from approximately 8pm to 5am. While he was on-call, he was required to respond to calls immediately. He typically received approximately 5 to 13 calls during his on-call shift and each time was required to deliver and set up medical equipment for Apria. Although Adonia and MSI paid King for the time he spent delivering and setting up medical equipment, Respondents

did not pay him for the time spent during his on-call shift waiting for the calls even though his personal activities were significantly restricted and he was under the control of Respondents during that time.

Respondents failed to properly classify King as an employee; failed to pay him wages for all time worked; failed to pay him all overtime compensation due; failed to pay him minimum wages for all time worked; failed to provide him with accurate wage statements showing all hours worked and other information required by the Labor Code; failed to provide him rest breaks; and failed to pay him for all business expenses, including cell phone expenses and expenses related to the use of his vehicle, as required by the Labor Code.

By failing to correctly classify King as an employee and to comply with the Labor Code, Respondents violated the Labor Code, including but not limited to Sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 226.8, 510, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1 and 2802.

Request for Action

Please be advised that if the Labor and Workforce Development Agency does not take action on the allegations set forth in this letter within the time limit set by Labor Code section 2699.3, King will pursue claims on behalf of himself and all other non-exempt employees who were misclassified by Respondents, and will seek civil penalties and other remedies set forth in these and other California Labor Code statutes.

Please advise this office within the statutory period if your office will be investigating these matters. Respondents may be contacted at the following addresses (to which copies of this letter are being sent via certified mail) listed below:

MSI Health Solutions LLC
100 TEC Street, Unit F
Hicksville, NY 11801

Adonia Logistics
3230 Arena Blvd 245-174
Sacramento, CA 95834

Apria Healthcare LLC
7353 Company Drive
Indianapolis, IN 46237

Thank you for your attention to this matter.

Kindest Regards,

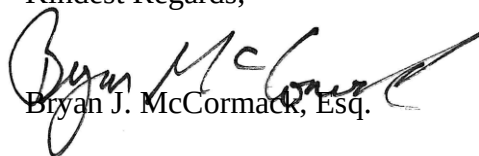

Bryan J. McCormack, Esq.

EXHIBIT B

Fwd: Thank you for your Court Complaint Submission.

From: Bryan McCormack <bryan@bmcclaw.com>

To: Ben Leash <ben@bmcclaw.com>

----- Forwarded message -----

From: **DIR PAGA Unit** <no-reply@formassembly.com>

Date: Fri, Mar 27, 2026 at 12:15 PM

Subject: Thank you for your Court Complaint Submission.

To: <bryan@bmcclaw.com>

03/27/2026 12:15:46 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

JOINT STIPULATION FOR SETTLEMENT

This Joint Stipulation for Settlement (“Settlement Agreement”) is reached by and between Plaintiff Jhalil King (“Plaintiff”), acting in a private attorney general capacity, and Defendants Apria Healthcare LLC (“Apria”) and MSI Health Solutions LLC (“MSI”) (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter titled *Jhalil King v. Apria Healthcare LLC, MSI Health Solutions LLC, Adonia Logistics LLC*, Sacramento Superior Court, Case No. 24CV011659, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated April 1, 2024.

2. “Covered Employees” consist of all couriers who were classified as independent contractors who performed services for Apria by third party contractors including, but not limited to, MSI and Adonia Logistics LLC (“Adonia”) in California during the time period of April 1, 2023 to March 31, 2025 (“PAGA Period”) as alleged in Plaintiff’s April 1, 2024 LWDA Letter. Covered Employees are not eligible to opt out of the Settlement Agreement.

3. “Complaint” means the operative Complaint, filed in the Action on June 12, 2024.

4. “Court” means the Superior Court of California for the County of Sacramento.

5. “Defendants” means Apria and MSI collectively.

6. “Gross Settlement Amount” is the non-reversionary sum of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) (subject to the Escalator Provision below), which represents the total amount payable under this Settlement Agreement by Apria and MSI, including, without limitation, Individual PAGA Payments to all Covered Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s service award, and payment to the Settlement Administrator for administration costs.

7. “Individual PAGA Payment” means the amount to be paid to each Covered Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Covered Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiff’s litigation costs up to \$20,000; (c) Plaintiff’s service award up to \$7,500.00; and (d) administration costs, which are estimated at \$4,500.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from April 1, 2023 to March 31, 2025.

12. “PAGA Released Claims” means all claims for civil penalties predicated on the alleged independent contractor misclassification, failure to pay wages for all time worked, pay overtime compensation and minimum wages, failure to issue accurate itemized wage statements, and failure to reimburse necessary business expenses, based on facts and theories alleged in Plaintiff’s April 1, 2024 LWDA Letter and in the Action, including claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 226.8, 510, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 2802, and related alleged violations of the California Industrial Commission Wage Orders, that occurred during the PAGA Period.

13. “Released Parties” means (i) Apria, (ii) MSI, (iii) Adonia, (iv) each of Apria, MSI, and/or Adonia’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, or partnership; (v) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (vi) any individual or entity which could be jointly liable with any of the foregoing.

14. “Plaintiff’s Counsel” means Bryan McCormack of McCormack Law Firm.

15. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

II. RECITALS

1. Plaintiff entered into an independent contractor owner/operator agreement with Adonia in February 2023. Plaintiff entered into an independent contractor owner/operator agreement with MSI on January 7, 2024. From February 2023 to January 30, 2024, Plaintiff provided courier services to Apria’s Sacramento branch and was paid by Adonia then MSI for those services, and as such he is a Covered Employee. Plaintiff last performed work pursuant to his contract with MSI on or about February 21, 2024.

2. On April 1, 2024, Plaintiff provided written notice to the LWDA (via its website) of his claim that he was improperly classified as an independent contractor by Apria, MSI and Adonia, and in doing so, Apria, MSI and Adonia violated Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 226.8, 510, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 2802. In that notice, Plaintiff sought to pursue his claims of independent contractor misclassification on behalf of himself and all other employees who were misclassified by Apria, MSI and/or Adonia.

3. On July 6, 2020, Plaintiff filed his Complaint in the Action, which asserts a claim for civil penalties under the PAGA based on the aforementioned alleged violations in addition to individual claims against Defendants for (1) race discrimination and harassment in violation of FEHA, (2) failure to prevent race discrimination and harassment in violation of FEHA, (3) retaliation in violation of FEHA, (4) retaliation in violation of Labor Code Section 1102.5, (5) wrongful termination in violation of public policy.

4. In discovery and in connection with mediation, Apria and MSI provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Covered Employees in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the claims prior to mediation.

5. On February 18, 2026, the Parties participated in mediation before mediator Michael Young, Esq. With the assistance of Mr. Young, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and the Covered Employees. Settlement was reached as a result of a mediator's proposal. The Parties and their counsel agree that the settlement set forth in this Settlement and Release Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiffs, the LWDA, and the Covered Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **No Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or by Defendants of any liability or wrongdoing as to Plaintiff, Covered Employees or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Defendants do not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability. If the Court does not grant approval of this settlement, then the Parties agree to re-negotiate in good faith in an effort to obtain approval of the settlement.

2. **Gross Settlement Amount.** The Parties agree to settle the Action for the non-reversionary Gross Settlement Amount ("GSA") of \$675,000 (subject to the Escalator Provision below). From the GSA, Plaintiff will seek, and Defendants shall not oppose: (a) attorneys' fees of up to one-third of the GSA; (b) attorneys' litigation costs and expenses related to the Action of up to \$20,000; (c) settlement administration costs of approximately \$4,500; and (d) a service award to Plaintiff in the amount of \$7,500. After the amounts for attorneys' fees, costs, administration costs, and service award are deducted from the GSA, the remaining amount shall be known as the "Net Settlement Amount" or "NSA." Apria shall deposit the full amount of the GSA into an account to be established by the Settlement Administrator, within twenty-one (21) days of entry of the order granting approval of the Settlement. The Parties shall separately execute an individual settlement agreement related to Plaintiff's non-PAGA claims.

3. **Escalator Clause.** Apria represents there were approximately 9,227 weekly pay periods worked by Covered Employees in California ("Affected Pay Periods") through March 31, 2025. If the actual number of Affected Pay Periods during the PAGA Period is actually more than 10% greater than this number (i.e., if the total number of Affected Pay Periods during the PAGA Period is actually greater than 10,150), then the Gross Settlement Amount shall increase by the percentage of pay periods in excess of 10,150 (e.g., if the number of Affected Pay Periods during the PAGA Period is actually 12% greater than 9,227, then the Gross Settlement Amount shall increase by 2%), or Apria may elect to fix the end date of the PAGA Period such that the Affected Pay Periods does not exceed 10,150.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Covered Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Gross Settlement Amount (currently estimated to be \$225,000.00) and costs up to \$20,000.00 incurred in prosecuting this Action. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Service Award.** Defendants will not oppose Plaintiff's request for an enhancement payment in the amount up to \$7,500.00 for serving as the representative plaintiff in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement payment). The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. **Administration Costs.** Defendants will not oppose a request for the Settlement Administrator's costs, estimated at \$4,500.00, for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount.

5. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Covered Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Covered Employees shall be paid to all Covered Employees, proportionally based on each Covered Employee's respective number of Affected Pay Periods worked during the PAGA Period. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

a. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Release.** Upon entry of an Order approving the Settlement and entering judgment thereon and the Settlement being fully funded, Plaintiff, all Covered Employees and State of California, by and through the LWDA, will fully and finally release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon, and the Settlement being fully funded, Plaintiff and all Covered Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties. To the extent any Covered Employee has any interest in any civil penalty released by this paragraph, that interest will also be released.

7. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.**

The terms of this Settlement shall be kept confidential until a motion for court approval has been filed, following the execution of a joint stipulation of settlement. Notwithstanding, Plaintiff's Counsel agrees not to contact the media regarding the settlement, and if contacted by the media will direct them to the public filings in this case. Plaintiff's Counsel and Plaintiff agree not to, directly or indirectly, initiate any conversation or other communication, with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Plaintiff's Counsel's communications with PAGA Members in accordance with Plaintiff's Counsel's ethical obligations owed to PAGA Members, nor does it restrict Plaintiff's Counsel from communicating with the LWDA or the mediator used in this matter for effectuating the Settlement.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the Parties' seeking Court approval of the Settlement, per Cal. Labor Code § 2699(1)(2).

This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code § 1152, be inadmissible in evidence in any proceeding, except in an action or proceeding to approve the settlement and/or interpret or enforce the Settlement Agreement.

9. **Filing of Motion for Approval of PAGA Settlement by Plaintiff's Counsel.**

Plaintiff's Counsel shall be responsible for preparing the Motion for Approval of this PAGA Settlement, and providing notice of this PAGA Settlement to the Labor and Workforce Development Agency. Plaintiff's Counsel will prepare a motion and proposed order for filing with the Court requesting the Court to approve this Settlement. At least seven (7) calendar days before filing the motion and proposed order with the Court, Plaintiffs' Counsel will provide Defendants' counsel with a draft of the motion and proposed order for Defendants' counsel's review and comment.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then each of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. However, if the Court declines to approve the Settlement Agreement as drafted, the Parties agree to attempt in good faith to amend the Settlement Agreement to resolve the Court's concerns with the Settlement Agreement, before any of the Parties terminates the Settlement Agreement.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against Apria. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Covered Employees. Upon entry of the order granting approval of the Settlement ("Order"), all Covered Employees and the State of California will: (i) be bound by the terms and conditions of the Settlement; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of this Settlement; and (iii) be entitled to receive a share of the Net Settlement Amount, as set forth herein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Settlement Administration Solutions to handle the administration of this settlement.

2. **Provision of Information for Covered Employees.** Within ten (10) business days after entry of the Order approving the settlement, Defendants shall provide the Settlement Administrator with information for Covered Employees. Defendants will in good faith compile from their records a list of Covered Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet which shall include the total Affected Pay Periods worked during the PAGA Period. Apria will make reasonable efforts to obtain from its third party courier vendors including MSI, each Covered Employee's full name, last known mailing address, last known telephone number, and Social Security number to the extent one is available. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the settlement. Within 7 calendar days of receiving the Covered Employees' information, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Affected Pay Periods, Individual PAGA Payments to each Covered Employee and the data used to calculate said payments. The Settlement Administrator shall report on the total number of Affected Pay Periods, and obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Covered Employees, the Settlement Administrator will perform a search on the National Change of Address (NCOA) database to update the Covered Employees' addresses.

Within twenty-one (21) calendar days after the Gross Settlement Amount has been funded, and after receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, along with Individual PAGA Payments to all Covered Employees via regular First Class U.S. Mail, at the address provided by Apria or at the updated address located through the NCOA database search.

The Settlement Administrator will calculate the amount to be received by each Covered Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Covered Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Covered Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Covered Employee. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a "skip-trace" search using the name, address and/or Social Security number of the Covered Employee involved, and will perform up to a single re-mailing if a new address is located.

No later than 75 days after the date of initial mailing of the Individual PAGA Payments, the Settlement Administrator shall mail a reminder postcard to any Covered Employee whose settlement check was not cashed within 60 days of the date of initial mailing, and shall offer to replace checks that have been misplaced.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance (collectively, "Uncashed Checks"), will be transmitted to the California State Controller's Unclaimed Property Fund in the name of the Covered Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The release nevertheless will be binding upon all Covered Employees, including those who do not cash their checks within the 180-day period.

5. **Distribution of Payments.** Within fourteen (14) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Covered Employees as noted above; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and costs; (4) Plaintiff for the Court-approved service award; and (5) the Settlement Administrator for Court-approved administration costs incurred in connection with the Settlement. All payments made by Defendants pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Covered Employees in the form of pro rata increases to Covered Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Apria, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. **MISCELLANEOUS PROVISIONS**

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement and the Action, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Sacramento County, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Sacramento.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them regarding the issues contemplated herein, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Judgment and Continued Jurisdiction.** After approval of this settlement, the Court shall retain jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement agreement under California Code of Civil Procedure Section 664.6 to ensure the continuing implementation of the provisions of this settlement. The Parties further agree that the time within which to bring this Action to trial under California Code of Civil Procedure Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the approval order and judgment, or if not entered, the date this agreement shall no longer be of any force or effect.

7. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest

or counsel for all Parties.

8. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, 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.

15. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

17. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF

Mar 27, 2026
Dated: _____, 2026

 Jhalil King (Mar 27, 2026 07:37:21 PDT)

Jhalil King

APRIA HEALTHCARE LLC

Dated: _____, 2026

By:
Its:

MSI HEALTH SOLUTIONS LLC

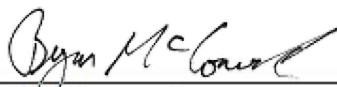
Dated: _____, 2026

By:
Its:

APPROVED AS TO FORM:

Dated: March 27, 2026

MCCORMACK LAW FIRM

By:  _____
Bryan McCormack
Attorneys for Plaintiff, Jhalil King

Dated: _____, 2026

JACKSON LEWIS P.C.

By: _____
Nathan W. Austin
Attorneys for Defendant, Apria Healthcare LLC

[Signatures continued on the next page]

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF

Dated: _____, 2026

Jhalil King

APRIA HEALTHCARE LLC

Dated: April 7, 2026

By: Heath Galloway
Its: EVP & General Counsel

MSI HEALTH SOLUTIONS LLC

Dated: _____, 2026

By:
Its:

APPROVED AS TO FORM:

Dated: _____, 2026

MCCORMACK LAW FIRM

By: _____
Bryan McCormack
Attorneys for Plaintiff, Jhalil King

Dated: April 7, 2026

JACKSON LEWIS P.C.

By: Nathan W. Austin
Nathan W. Austin
Attorneys for Defendant, Apria Healthcare LLC

[Signatures continued on the next page]

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF

Dated: _____, 2026

Jhalil King

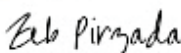
APRIA HEALTHCARE LLC

Dated: _____, 2026

By:
Its:

MSI HEALTH SOLUTIONS LLC

Dated: ^{3/23/2026}_____, 2026

Signed by:


By: Zeb Pirzada
Its: CEO

APPROVED AS TO FORM:

Dated: _____, 2026

MCCORMACK LAW FIRM

By: _____
Bryan McCormack
Attorneys for Plaintiff, Jhalil King

Dated: _____, 2026

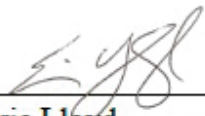
JACKSON LEWIS P.C.

By: _____
Nathan W. Austin
Attorneys for Defendant, Apria Healthcare LLC

[Signatures continued on the next page]

Dated: March 23, 2026

MEDINA MCKELVEY LLP

By: 
Eric Lloyd
Attorneys for Defendant, MSI Health Solutions
LLC

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