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Attorney for Plaintiffs KIRA CHAMBERS and CHRISTINA ROMAY

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

ANGELICA CURIEL, individually, and on behalf of other members of the general public similarly situated; TERESA AVILA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; KIRA CHAMBERS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; CHRISTINA ROMAY, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

v.

BASS MEDICAL GROUP, a corporation; and DOES 1 through 100, inclusive; BASS PRIVIA MANAGEMENT COMPANY OF CALIFORNIA f/k/a. BASS MANAGEMENT SERVICES ORGANIZATION, LLC, a California Limited Liability Company; PRIVIA HEALTH GROUP, INC., a Delaware Corporation,

Defendants.

Case No.: MSC21-01668

DECLARATION OF JEAN-CLAUDE LAPUYADE ESQ. IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:
Time:

Judge: Hon. Edward G. Weil
Dept.: 39

ZAKAY LAW GROUP, APLC
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Attorney for Plaintiffs ANGELICA CURIEL and TERESA AVILA

I, Jean-Claude Lapuyade, Esq., declare as follows:

1. I am the managing partner of the law firm of JCL Law Firm, APC, and co-counsel for Plaintiffs and putative class representatives KIRA CHAMBERS ("Chambers") and CHRISTINA ROMAY ("Romay"), on behalf of the state of California and other Aggrieved Employees pursuant to the Private Attorney General Act ("PAGA") (hereinafter "Plaintiffs").

2. As such, I am fully familiar with the facts, pleadings, and history of the matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

3. My firm has worked on this matter over the course of the litigation during the last 30 months. My credentials are reflected in the Jean-Claude Lapuyade, Esq., firm resume, a true and correct copy of which is attached hereto as **Exhibit 1**. Some of the major cases my firm has undertaken are also set forth in **Exhibit 1**. I have had class litigation experience, mostly in the area of employment class actions, unfair business practices and other complex litigation. I have experience in cases involving labor code violations and wage and hour claims. I have litigated similar wage and hour cases against other employers on behalf of employees. I have been approved as experienced class counsel in courts throughout California. It is this level of experience which enabled my firm to undertake the instant matter and to successfully combat the resources of the defendant and its capable and experienced counsel.

I. INTRODUCTION

4. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class Members[1], and in particular the IC Class Members, is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length. The Settlement confers substantial benefits to the Class Members, including the IC Class Members. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (*see infra).* Indeed, by settling now rather than proceeding

[1] Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Agreement. A true and correct copy of the Agreement is attached as Exhibit 1 to the Declaration of Brian J. St. John filed concurrently herewith.

to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial. Given that there are approximately 25 IC Class Members, all of whom are also PAGA Group Members, ***the estimated average Settlement Share for each IC Class Member is approximately $1,342.65 and the estimated average PAGA Payment Share for each PAGA Group Member is $31.33***.

5. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payment to the Settlement Class Members meets or exceeds awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

II. OVERVIEW OF THE LITIGATION

6. Chambers and Romay worked for Defendants as independent contractor massage therapists in the County of Contra Costa during the Class and PAGA Periods. At all times during their employment with Defendants, Chambers and Romay were classified as independent contractors rather than employees. As independent contractors, Chambers and Romay were subject to Defendants' uniform Independent Contractor Agreement. This is the same uniform Independent Contractor Agreement applicable to the IC Class Members during the Class Period. Attached hereto as **Exhibit 2** is a true and correct copy of Defendants' Independent Contractor Agreement.

7. Generally, Chambers and Romay claim that Defendants misclassified the IC Class Members as independent contractors, when, in fact, they were employees. As a result of the alleged misclassification, the IC Class Members allege Defendants failed to *inter* pay for all time worked, failed to furnish accurate itemized wage statements, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, and made unlawful deductions. Defendants forcefully denies liability for each of the IC Class Members' claims.

8. As independent contractors, the IC Class Members, including Chambers and Romay were paid a flat rate for their services. For example, Chambers and Romay were paid $40

for each massage therapy session they performed. Defendants paid the same flat rate regardless of the amount of time it took to perform the service. The IC Class Members were not provided meal or rest periods, not paid for actual hours worked, not paid overtime and, were required to provide their own supplies to perform the contracted for services. Additionally, the IC Class Members were required to pay a rental fee to use Defendants' facilities to perform the contracted for services.

9. There are approximately 25 IC Class Members that worked an aggregate 870 Workweeks and 4,350 work shifts during the Class Period, and 74 Pay Periods during the PAGA Period.

III. IC CLASS MEMBER EXPOSURE ANALSIS

10. The Maximum Settlement Amount of $5,100,000.00, and the portion allocated to the 25 IC Class Members is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed an economic damage model measuring Defendants' liability exposure for the IC Class Members. The model was informed by Class Counsel's investigation, including the analysis of a sample of time and payroll data. Class Counsel projected Defendants' maximum potential liability exposure for class and PAGA claims arising from the alleged misclassification of the IC Class Members, at $1,028,485. This projected liability does not reflect any discounts for the uncertainty regarding the gravamen of the IC Class Members' claims, i.e., whether the IC Class Members were misclassified, or other risk factors associated with continued litigation. Thus, the amount of the Maximum Settlement Amount allocated to the IC Class Members, $34,349.50, represents approximately 3.3% of Defendants' maximum potential liability exposure as estimated by Class Counsel. The following summarizes Class Counsel's estimation of Defendants' exposure for the IC Class Members.

A. <u>Off-the-Clock Work</u>

11. The IC Class Members allege that because of their misclassification, Defendants failed to pay for all hours worked. Specifically, the IC Class Members were required to prep and clean treatment rooms before and after providing contracted for services. Based on their

investigation, Class Counsel estimated that the IC Class Members worked 15 minutes while off-the-clock on each of the 4,350 shifts. This results in an aggregate of 1,087.5 hours of unpaid off-the-clock work performed by the IC Class Members. Multiplied at the estimated average hourly rate of pay of $45, Class Counsel projected Defendants' liability for this claim at $48,938.

12. Additionally, Class Counsel estimated Defendants' PAGA Penalty exposure arising from the off-the-clock work at $3,700. Class Counsel projected this liability by multiplying the number of aggregate pay periods worked by the IC Class Members (74) by a $50 penalty amount as required by Cal. Labor Code section 515.

B. <u>Meal Period Analysis</u>

13. The IC Class Members allege that Defendants failed to provide legally complaint meal periods. Based on their investigation, Class Counsel estimates that 75% of shifts worked by the IC Class Members, 3,263, qualified for a meal period, i.e., shifts greater than 5 hours. Class Counsel then assumed a 100% meal period violation rate for these shifts. This results in a projected liability of $146,835.

14. Additionally, Class Counsel estimated Defendants' PAGA Penalty exposure arising from the meal period violations at $3,700. Class Counsel projected this liability by multiplying the number of aggregate pay periods worked by the IC Class Members (74) by a $50 penalty amount as required by Cal. Labor Code section 515.

C. <u>Rest Period Analysis</u>

15. Similarly, the IC Class Members allege that Defendants failed to provide legally compliant rest periods. Based on their investigation, Class Counsel estimates that 85% of shifts worked by the IC Class Members, 3,698, qualified for a rest period, i.e., shifts greater than 3.5 hours. Class Counsel then assumed a 100% rest period violation rate for these shifts. This results in a projected liability of $168,388.

16. Additionally, Class Counsel estimated Defendants' PAGA Penalty exposure arising from the rest period violations at $3,700. Class Counsel projected this liability by multiplying the number of aggregate pay periods worked by the IC Class Members (74) by a $50 penalty amount as required by Cal. Labor Code section 515.

D. Unreimbursed Business Expense and Unlawful Deduction Analysis

17. The IC Class Members allege that Defendant failed to reimburse necessary business expenses and made unlawful deductions. Specifically, IC Class Members allege that they were not reimbursed necessary business expenses for use of their personal cell phone which were used to schedule appointments, and for a variety of supplies used in the performance of services, including but not limited to medical scrubs and towels. Additionally, the IC Class Members allege that Defendants unlawfully deducted room rental fees from their wages. The IC Class Members were also required to carry liability insurance to perform services at Defendants' facilities. Further, the IC Class Members allege that because of their misclassification, they incurred additional tax obligations. Class Counsel estimated Defendants' exposure for these claims at $500 for each workweek worked by the IC Class Members during the Class Period. Consequently, Defendants' exposure is estimated to be $435,000.

18. Additionally, Class Counsel estimated Defendants' PAGA penalty exposure arising from the unreimbursed expense claim at $7,400. Class Counsel projected this liability by multiplying the number of aggregate pay periods worked by the IC Class Members (74) by a $100 penalty amount as required by Cal. Labor Code section 2699(f)(2)(a).

E. Wage Statement Penalties

19. The IC Class Members allege that Defendants failed to furnish wage statements in compliance with Labor Code Section 226(a). As independent contractors, the IC Class Members were not provided with wage statements. Class Counsel estimated Defendants' exposure for the IC Class Members wage statement claim at $100,000. Class Counsel assumed a 100% violation rate and multiplied the number of IC Class Members – 25 – by the statutory maximum under Cal. Labor Code section 226 of $4,000.

20. Further, Class Counsel estimated Defendants' PAGA penalties exposure for the wage statement claim at $7,400. Again, Class Counsel assumed 100% violation rate on all 74 pay periods worked by the IC Class Members during the PAGA Period by the $100 penalty amount set forth in Cal. Labor Code section 2699(f)(2)(a).

/ / /

F. **<u>Misclassification Penalty</u>**

21. Finally, Class Counsel estimated Defendants' exposure for penalties arising from the IC Class Members' misclassification. California Labor Code section 226.8 provides for a penalty amount between $5,000 and $15,000 for the misclassification of an employee. Here, Class Counsel assumed a $5,000 penalty amount for a total exposure of $125,000.

IV. PROVISIONAL CERTIFICAITON OF THE IC CLASS MEMBERS FOR SETTLMENT PUROSES IS APPROPRIATE

22. For Settlement, Plaintiffs contend, and Defendants does not dispute, that provisional certification of the IC Class Member subclass is appropriate.

23. Because all IC Class Members are Defendants' current and former employees, the class is readily ascertainable from Defendants' regular business records, i.e., payroll records.

24. The statutes relating to the alleged misclassification, apply with equal force and effect to each of the IC Class Members. Factually, Defendants' policies and practices apply class wide, and Defendants' liability can be determined by facts common to all of the IC Class Members. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the IC Class Members.

25. Chambers's and Romay's wage and hour claims are typical of the proposed IC Class Members because they arise from the same factual basis and are based on the same legal theories applicable to the other IC Class Members. Likewise, plaintiffs Chambers's and Romay's interests are entirely coextensive with the interests of the IC Class Members. Chambers and Romay allege that they were injured by the same company-wide practices to which the proposed IC Class Members were subject to and seek the same relief. Chambers and Romay have already demonstrated their ability to advocate for the interests of the IC Class Members by initiating this litigation, participating in mediation, and evaluating the proposed settlement to assure that it is fair.

26. Additionally, Plaintiffs Chambers and Romay are represented by competent Class Counsel who have extensive experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and gained state court settlement approval of the

same class-wide causes of action that are at issue in this case. Class Counsel's wage and hour class action experience establishes that they are well qualified to represent the interests of this Class.

27. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the IC Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

28. For these reasons, Class Counsel submits that provisional certification of the IC Class Members subclass is appropriate.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of May 2025, at San Diego, California.

JCL LAW FIRM, APC

By: ______________________________
Jean-Claude Lapuyade Esq.
Attorney for PLAINTIFFS

EXHIBIT 1

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of $200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
  - J.D. - 2006
  - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
  - B.A. - 2001
  - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
  - J.D.- 2010
  - Honors:
    - Dean's List Consecutive years
- **University of California, San Diego**
  - B.A.- 2006
  - Major: Economics
  - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years

Sydney Castillo-Johnson, **Esq**.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Wester School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
    - J.D.- 2022
    - Honors:
        - Dean’s Honor List: Spring 2021, Fall 2021
        - Public Service Honor Society Fall 2021
        - 3L Academic Merit Scholarship
        - Dean’s Diversity, Service, and Leadership Scholarship
    - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
    - B.A. – 2018
    - Major: Criminal Justice

Andrea Amaya, **Esq**.
California Bar Number 348080
Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
  - J.D. - 2021
- **San Diego State University**
  - B.A.
  - Honors: Dean's List
  - Honors: With Distinction

Perssia Razma, **Esq**.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
    - J.D. - 2023
- **San Diego State University**
    - B.A. – 2020
    - Major: Psychology

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.,* 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC,* Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a $1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.,* San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a $450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.,* Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a $900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC,* Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a $372,500.00 class action and PAGA action settlement for, *inter alia,* failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.,* Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a $750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.,* Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a $220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.,* San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a $180,000.00 class action and PAGA action settlement for, *inter alia,* failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.,* Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a $495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.,* Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a $200,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.,* Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a $144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC,* Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon Elihu M. Berle approved a $160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.,* Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a $1,450,000.00 class action and PAGA action settlement for, *inter alia,* failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy,* San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a $980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.,* San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a $175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a $270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a $225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a $315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a $700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a $300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a $585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a $250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a $160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a $550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a $300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a $350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a $330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a $850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a $2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a $1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a $1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a $1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a $1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved $550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for $700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved $550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez* v. *RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a $1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc. San Diego Superior Court,* Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC,* San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal*, Inc. San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements*, Inc., Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 2

- CONFIDENTIAL –

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is effective as of [redacted] (the "Effective Date"), by and between BASS MEDICAL GROUP, a California professional corporation ("BASS" or "Corporation"), and [redacted] ("Contractor"). BASS and Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Corporation is a California professional medical corporation that owns and operates a multi-specialty medical group practice in California (the "Practice").

B. Corporation desires to retain Contractor to perform [redacted] services for the [redacted], a division of Corporation (the "Division").

Accordingly, the Parties agree as follows:

AGREEMENT

1. DUTIES

Contractor shall provide [redacted] services ("Services") to the Division. The specifics of the Services provided by Contractor are detailed in the Statement of Work attached hereto as **Exhibit A**.

Contractor is expected to work on an as needed basis. Corporation acknowledges and agrees that there is no set schedule of work hours, and Contractor has limited availability which is subject to change at any time.

Contractor represents to Corporation that it has no contractual commitments or other legal obligations that would prohibit it from providing its services to Corporation. Contractor shall perform all Services faithfully and in a professional manner.

2. RELATIONSHIP OF PARTIES; LACK OF CONTROL; CONTRACTOR PERSONNEL ARE EMPLOYEES OF CONTRACTOR

In the performance of its duties and obligations under this Agreement, it is understood and agreed that Contractor shall, at all times, be acting and performing as an independent contractor of Corporation and not as an employee of Corporation. Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create a relationship between the Parties of employment, agency, partnership, joint venture or any relationship other than that of independent contractor.

Furthermore, Contractor agrees to pay all applicable state and federal taxes on the monies received under this Agreement and further agrees to indemnify, defend and hold harmless Corporation and Corporation's responsible officers within the meaning of Internal Revenue Code Section 6672, from any and all liability Corporation may incur for compensation, state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, Social Security tax withholding and contributions, and any other costs, expenses or contributions liability, and attorneys' fees arising out of Corporation's engagement of Contractor's services under the terms of this Agreement.

Corporation does not and shall not control or direct the manner or means by which Contractor performs Services.

Contractor shall not be eligible to participate in any vacation, group, medical, or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Corporation to its employees. Any persons engaged by Contractor in connection with the performance of Services shall be employees

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of Contractor. Contractor shall be fully responsible for them and fully indemnify the Company against any claims made by or on behalf of such employee.

Contractor may be engaged or employed in any other business, trade, profession, or other activity while providing services to the Corporation.

3. COMPENSATION

(a) **Rate; No Reimbursement for Travel or Related Expenses.** Contractor's compensation shall be [redacted] per hour for a total of 16 hours of anticipated work. Contractor shall be compensated at a rate of [redacted] per hour for any ongoing Services beyond the 16-hour threshold. Contractor shall receive an IRS Form 1099-NEC from Corporation, and Contactor shall be solely responsible for all federal, state, and local taxes (as set forth more fully in section 3(c) below).

Contractor shall *not* receive reimbursement for travel or related expenses incurred as part of providing Services. Contractor shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Services.

(b) **Payment Methodology.** Contractor shall submit invoices to the Division and payment to Contractor shall be made no later than Net thirty (30) days from the date that Contractor submits each invoice. If Contractor becomes unable to perform Services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.

(c) **Taxes.** Corporation **will not withhold taxes from payment to Contractor.** Contractor will be required to complete, sign, and deliver to Corporation's Accounts Payable Department, a U.S. Internal Revenue Service (IRS) Form W-9. Contractor agrees to pay all applicable state and federal taxes on the monies received under this Agreement and further agrees to indemnify, defend and hold harmless the Corporation and Corporation's responsible officers within the meaning of Internal Revenue Code Section 6672, from any and all liability Corporation may incur for compensation, state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, Social Security tax withholding and contributions, and attorneys' fees arising out of Corporation's engagement of Contractor's services under the terms of this Agreement. Contractor is not entitled to any other compensation or benefits from Corporation.

4. INVENTIONS, PATENT RIGHTS AND COPYRIGHTS

(a) **CONTRACTOR WILL PROMPTLY DISCLOSE IN WRITING TO THE CORPORATION ALL "INVENTIONS" (WHICH TERM INCLUDES IMPROVEMENTS, INVENTIONS, DESIGNS, FORMULAS, WORKS OF AUTHORSHIP, TRADE SECRETS, TECHNOLOGY, MASK WORKS, CIRCUITS, LAYOUTS, ALGORITHMS, COMPUTER PROGRAMS, IDEAS, PROCESSES, TECHNIQUES, KNOW-HOW AND DATA, WHETHER OR NOT PATENTABLE) MADE OR CONCEIVED OR REDUCED TO PRACTICE OR DEVELOPED BY CONTRACTOR, EITHER ALONE OR JOINTLY WITH OTHERS, DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF SERVICES HEREUNDER OR WHICH RELATE TO ANY CONFIDENTIAL AND PROPRIETARY INFORMATION (AS DEFINED IN SECTION 10).**

(b) All such Inventions as defined herein and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights anywhere in the world (collectively "Rights") in connection therewith and as defined above shall be the sole property of the Corporation. Contractor hereby assigns to the Corporation any Rights Contractor may have or acquire in such Inventions.

(c) Contractor agrees that all such Inventions as defined herein which Contractor makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during the term of this

Agreement in connection with the services Contractor performs hereunder or which relate to any Confidential and Proprietary Information shall be the sole property of the Corporation.

(d) Contractor further agrees that if any other Inventions or products owned by Contractor other than defined herein exist that are desired or deemed useful to Corporation in connection with the services performs hereunder, Contractor agrees to provide an unlimited, perpetual, royalty free license for their use by the Corporation.

(e) Contractor agrees to perform, during and after the term of this Agreement, all acts deemed necessary or desirable by the Corporation to permit and assist it, at Contractor's reasonable rate, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or Contractor's assignments with respect to such Inventions as defined herein in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Contractor hereby irrevocably designates and appoints the Corporation and its duly authorized officers and agents, as Contractor's agents and attorneys-in-fact to act for and on behalf and instead of Contractor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Contractor.

(f) Contractor represents that performance of all the terms of this Agreement will not breach any agreement to keep in confidence Confidential and Proprietary Information acquired by Contractor in confidence or in trust prior to the execution of this Agreement. Contractor has not entered into, and Contractor agrees not to enter into, any agreement either written or oral that conflicts or might conflict with Contractor's performance of services under this Agreement.

(g) If any Rights or Inventions assigned hereunder are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, reproduced and distributed without using or violating technology or Rights owned or licensed by Contractor and not assigned hereunder, Contractor hereby grants the Corporation a perpetual, worldwide royalty-free, non-exclusive sublicensable right and license to exploit and exercise all such technology and Rights in support of the Corporation's exercise or exploitation of any assigned Rights or Inventions (including any modifications, improvements and derivatives thereof).

5. PATIENT INFORMATION

Contractor shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Corporation in writing, any patient or medical record information regarding Corporation's patients, and Contractor shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Corporation, regarding the confidentiality of such information, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) (45 C.F.R. Part 160, et seq.), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Confidentiality of Alcohol and Drug Abuse Patient Records regulations (42 C.F.R. Part 2), as amended from time to time. Corporation and Contractor shall enter into the Business Associate Agreement attached hereto as **Exhibit B**.

6. EQUITABLE RELIEF

Contractor acknowledges that a breach by Contractor of any of Sections 4, 5 and 8 would cause significant and substantial damages to Corporation which could not be adequately compensated by the payment of monetary damages and that remedies at law will be inadequate for any such breach. The Parties further agree that Corporation shall be entitled to a preliminary injunction and any other appropriate temporary equitable relief to enforce its rights under the provisions of this Section and Sections 4, 5, and 8. Such remedies shall be cumulative and non-exclusive, being in addition to any and all other remedies that Corporation may have.

7. TERM & TERMINATION

(a) **Term.** Subject to earlier termination as provided herein, this Agreement shall have a commencement date of [redacted] and an end date on [redacted] (the "Term"). The length of the Term may be extended by mutual written agreement by the Parties.

(b) **Termination.**

(i) The Parties hereto may terminate the Agreement at any time on mutual written consent.

(ii) Corporation may terminate this Agreement immediately upon written notice to Contractor in the event of any of the following:

(1) Contractor's conviction by, or entry of a plea of guilty or nolo contendere in, a court of competent and final jurisdiction for any crime which constitutes a felony in the jurisdiction involved or of any other crime involving moral turpitude; or

(2) Contractor's commission of an act of fraud or misappropriation of funds, whether prior or subsequent to the date hereof, upon the Corporation; or

(3) Gross negligence by Contractor in the scope of Contractor's services to the Corporation;

(4) Contractor's material nonconformance with the Corporation's standard business practices and policies generally, including but not limited to policies against racial or sexual discrimination or harassment, delivered in writing to Corporation;

(5) Contractor's breach of any confidentiality and/or privacy provision contained in this Agreement or set forth by applicable law; or

(6) Contractor's being under the influence of alcohol or illegal drugs in the course of performance of Contractor's duties and responsibilities.

(iii) Subject to the immediate termination rights of Corporation set forth in subsection (ii) above, either Party shall have the right to terminate this Agreement upon a material breach of any terms or conditions of this Agreement by the other Party.

(iv) Corporation may terminate this Agreement without cause upon thirty (30) days written notice to Contractor. Contractor may terminate this Agreement without cause upon thirty (30) days written notice to Corporation.

(v) Except as otherwise provided in this Section 7 and Sections 4, 5, 8 and 9, upon expiration or other termination of this Agreement, the Parties shall be relieved and released from any further duties and obligations under this agreement.

Contractor acknowledges and agrees that upon termination of this Agreement by Corporation for any reason, Contractor's sole and exclusive remedy shall be receipt of such amounts as are provided for in this Section 7. Corporation shall pay to Contractor all amounts due for services previously rendered to or on behalf of Corporation.

(c) **Termination Duties.** Upon termination of this Agreement, Contractor shall immediately turn over to Corporation all of Corporation's tangible property, records, software, patient and vendor lists and materials. Contractor shall cease performances of Services and deliver to the Corporation all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential and Proprietary Information. Where that is not possible, Contractor shall permanently ease all Confidential and Proprietary Information from Contractor's computer and phone systems.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Prior to or during the term of Contractor's engagement in accordance with the terms of this Agreement, Contractor acknowledges that Contractor may receive, initiate, contribute to or come in contact with confidential and proprietary information ("Confidential and Proprietary Information"). In particular, said Confidential and Proprietary Information shall be deemed to include information disclosed to or known by Contractor as a consequence of or through Contractor's engagement by Corporation or as a consequence of preparing for and evaluating engagement by Corporation. Specifically, and without limitation, Confidential and Proprietary Information shall include and encompass this Agreement as well as terms of agreements or arrangements executed hereafter in furtherance of Corporation's business growth and development, negotiations, any contracts, rate or fee information, pay or patient lists, any administrative handbook(s) or other operations manuals, patient information, any trade secret, information, idea, marketing, servicing, formula, financing, any course of business and course of dealing in which Corporation engages and is engaged, "course of business" and "course of dealing" herein being accorded but not limited by legal definition and interpretation, and other contractual or personal matter relating to the business and services of Corporation.

Except as reasonably required by it to accomplish the purposes of this Agreement or as otherwise specifically directed by Corporation or applicable law, Contractor shall maintain all Confidential and Proprietary Information in trust and confidence and shall not reproduce or disclose any said Information for or to any persons, organizations, associates, entities, companies, corporations, periodicals, trade papers, publications, newspaper or media personnel or any third party or use said Information for any unauthorized purpose during or after the term of Contractor's engagement. Confidential and Proprietary Information shall not be used in any manner or in any activity harmful or disparaging to or in any way adverse to the business or Practice of Corporation. Confidential and Proprietary Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations.

9. INDEMNIFICATION

Contractor agrees, to hold harmless, indemnify and defend Corporation and each of its officers, shareholders, directors, employees, agents, independent contractors and affiliates from and against all liabilities, losses, damages, claims, actions, demands and expenses, including without limitation, reasonable attorneys' fees and disbursements ("Claims"), arising from the acts or omissions of Contractor, except as were caused by the grossly negligent and/or willful misconduct of Corporation.

10. COMPLIANCE WITH LAWS

Corporation and Contractor shall comply with all laws, regulations and ethical and professional standards applicable to the practice of medicine.

11. MISCELLANEOUS PROVISIONS

(a) Contractor is engaged in an independently established business of the same nature as the Services performed.

(b) **Maintaining Credentials**. If applicable, Contractor shall provide Corporation with current credentialing information, and shall maintain credentials and qualifications, as may be required by Corporation, third-party payors or facilities where services are to be rendered. Contractor shall also maintain licensure and privileges as may be required for the performance of Services under this Agreement.

(c) **Liability Insurance.** Contractor agrees to maintain a policy of general liability insurance with limits of liability (not less than $1 Million per claim and $2 Million aggregate) and coverage to cover any act or omission of Contractor, including all claims relating to the injury or death of any person or damage to any property for Services provided under this Agreement.

(d) **Waiver.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Contractor and by an authorized officer of the Corporation. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) **Whole Agreement.** No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter hereof. This Agreement supersedes any prior agreements between the Parties.

(f) **Choice of Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California as applied to agreements entered into and performed within California solely by residents of that state.

(g) **Dispute Resolution**. In the event that any dispute arises between Contractor and Corporation arising out of or related to the validity, interpretation, enforcement or performance of this Agreement, or otherwise arising out of the contractual relationship between the Parties or the termination of that relationship, either Party may by written notice call a meeting regarding such dispute to be attended by an executive officer of Contractor and an executive officer of Corporation who has the authority to negotiate and bind Corporation to a resolution. At the meeting, the Parties shall attempt in good faith to resolve the dispute. If the dispute cannot be resolved within 30 days from the date of the initial notice, and if any Party wishes to pursue the dispute, to the extent permitted by law, the dispute shall be submitted to binding arbitration in Contra Costa County, California before a single neutral arbitrator. The arbitrator may award any remedy that would otherwise be available to a court of competent jurisdiction. The decision of the arbitrator shall be final and binding and shall be fully enforceable in any court having jurisdiction and venue over the Parties. The arbitrator shall have no power to alter, modify, ignore, otherwise deviate from the express terms of this Agreement, and the arbitrator shall be bound by controlling law. The arbitrator's decision shall be provided to the Parties in writing and shall succinctly set forth the arbitrator's findings of fact, conclusions of law, and remedy, if any. The cost of such arbitration shall be paid one-half by each of the parties. Each Party shall bear its own legal expenses.

(h) **Costs and Attorney's Fees**. If suit or arbitration is brought by any Party to determine rights, obligations, or damages under this Agreement, each Party shall be responsible for its own attorney's fees and costs (including the cost of arbitration and the arbitrator).

(i) **Severability**. If any part of this Agreement is found to be invalid or unenforceable to any extent, all remaining parts of this Agreement shall remain in full force and effect.

(j) **Assignment**. Except as otherwise expressly permitted in this Agreement, neither Party shall assign its rights or duties under this Agreement. Contractor specifically agrees and acknowledges that all of Contractor's duties and responsibilities under this Agreement are non-delegable and must be personally performed by Contractor.

(k) **Notices**. Any and all notices, requests, payments, demands and other communications required or permitted hereunder shall be given to the respective Parties in writing, either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to Corporation or Contractor, at the addresses shown on the signature page or at such other address(es) and to such other person(s) as either Party may from time to time designate by notice given as herein provided. Notices shall be deemed effective when delivered if personally delivered, or 72 hours after deposit in the United States mail if sent by certified or registered mail.

If to Corporation:

BASS Medical Group
2637 Shadelands Dr. Walnut Creek, CA 94598
[redacted]
Facsimile: (925) 378-4501
Phone: (925) 378-4500

If to Contractor:

[redacted]

(l) **Advice of Counsel.** The Parties represent and warrant that they have consulted with (or had the opportunity to consult with) their own independent legal counsel or advisors concerning their rights and duties under this Agreement, and have read and understand the terms of this Agreement. In the case of any uncertainty under this Agreement, this Agreement shall be construed without regard to which Party was primarily responsible for drafting this Agreement.

(m) **Counterparts**. This Agreement may be executed in any number of counterpart copies, all of which constitute one and the same agreement and each of which shall constitute an original.

(n) **Amendment**. No modification, amendment or addition to this Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the day and year first written above.

CORPORATION:

BASS MEDICAL GROUP

By: ______________________
[redacted]

Date: ______________________

CONTRACTOR:

[redacted]

By: ______________________
[redacted]

Date: ______________________

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BASS
MEDICAL GROUP

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

[redacted]

CORPORATION:

BASS MEDICAL GROUP

By: ______________________________

[redacted]

Date: ____________________

CONTRACTOR:

[redacted]

By: ______________________________

[redacted]

Date: ____________________

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EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is effective as of [redacted] (the "Effective Date"), by and between BASS MEDICAL GROUP, a California professional corporation ("Covered Entity"), and [redacted] ("Business Associate"). Covered Entity and Business Associate are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. "Covered Entity" shall generally have the same meaning as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("HIPAA"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("Secretary"), including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations");

B. "Business Associate" shall generally have the same meaning as defined in 45 CFR 160.103;

C. Business Associate performs certain consulting services ("Services") for Covered Entity, and as a result of said Services, Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI");

D. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Covered Entity to Business Associate, or received or created by Business Associate, as a result of said Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the HITECH Act") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

E. As a Covered Entity, Covered Entity is required under HIPAA to enter into a BAA with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

NOW, THEREFORE, in consideration of the Recitals above and the conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act. as applicable.

"Breach" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

"Designated Record Set" shall have the meaning given such term under 45 C.F.R. § 164.501.

"**Disclose"** and **"Disclosure"** mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

"Electronic PM" or "e-PHI" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. **§** 160.103.

"Protected Health Information" and "PHI" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

"Security Incident" shall have the meaning given to such term under 45 C.F.R. § 164.304.

"Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associates which may be in effect now or from time to time ("Underlying Agreement"), or, if no such agreement is in effect, the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

"Unsecured PHI" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

"Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

"Workforce" shall have the meaning given to such term under 45 C.F.R. § 160.103.

OBLIGATIONS OF BUSINESS ASSOCIATE

Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than for the purposes that the Services were intended, including, but not limited to, providing lab results to client life insurance companies for determining applicant eligibility, as permitted or required by this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI

has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

Prohibited Marketing and Sale of PHI. Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

Adequate Safeguards of PHI. Business Associate shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

REPORTING NON-PERMITTED USE OR DISCLOSURE

Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than five (5) days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section. Upon request of Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements below.

Breach of Unsecured PHI. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. If Business Associate causes a breach of Covered Entity's PHI, Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate agrees to provide to Covered Entity proof of its compliance with the HIPAA Security Standards.

Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Covered Entity has informed Business Associate that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request for access to PHI.

Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

Use of Subcontractors. Business Associate shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions. and requirements that apply to Business Associate under this BAA with respect to PHI.

Minimum Necessary. Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

TERM AND TERMINATION

Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with this Section, or on the date that Covered Entity terminates for cause as authorized hereunder, whichever is sooner.

Termination for Cause. Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

(a) Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon written notice to Business Associate; or

(b) Upon written notice to Business Associate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured.

Disposition of Protected Health Information Upon Termination or Expiration. Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity.

If return or destruction is not feasible, Business Associate shall: (a) immediately notify Covered Entity in writing of the reasons return or destruction is not feasible; (b) limit any further use or disclosure to those purposes that make the return or destruction of PHI infeasible; and (c) extend all provisions and obligations of this BAA to the PHI until such return or destruction can be accomplished.

MISCELLANEOUS

Amendment to Comply with Law. This BAA shall be deemed amended to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Covered Entity and/or Business Associate to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

Indemnification. Business Associate hereby agrees to indemnify and hold harmless Covered Entity, its affiliates, and their respective officers, directors, managers, members, shareholders, employees and agents from and against any and all fines, penalties, damage, claims or causes of action and expenses (including, without limitation, court costs and attorney's fees) arising out of or related to Business Associate's violation of HIPAA, the HIPAA Regulations, or the HITECH Act or Business Associate's negligence or wrongful acts or omissions with respect to this BAA, including but not limited to failure to perform its obligations, that results in a violation of HIPAA, the HIPAA Regulations, or the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents or members of Business Associate's Workforce.

Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with electronic or facsimile confirmation; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this BAA or to such other addresses as the Parties may request in writing by notice given pursuant to this Section. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

If to Covered Entity:

BASS Medical Group
2637 Shadelands Dr.
Walnut Creek, CA 94598
[redacted]
Facsimile: (925) 378-4501
Phone: (925) 3778-4500

If to Business Associate:

[redacted]

Relationship of Parties. Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

Survival. The respective rights and obligations of the parties under this BAA, including without limitation the obligations of the Business Associate under the Section "Term and Termination," shall survive termination of

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the BAA.

Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the California (without regards to conflict of laws principles). The Parties agree that all actions or proceedings arising in connection with this BAA shall be tried and litigated exclusively in the State or federal (if permitted by law and if a Party elects to file an action in federal court) courts located in Contra Costa County.

The Parties hereto have duly executed this as of the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the day and year first written above.

COVERED ENTITY:

BASS MEDICAL GROUP

By: ______________________

[redacted]

Date: ______________________

BUSINESS ASSOCIATE:

[redacted]

By: ______________________

[redacted]

Date: ______________________

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