

**CLASS, COLLECTIVE AND PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class, Collective, and PAGA Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiffs Michelle Dubinski ("Dubinski") and Michael Witt ("Witt") (collectively, "Plaintiffs") and Defendants Los Robles Regional Medical Center ("Los Robles"), HealthTrust Workforce Solutions, LLC ("HWS"), and Parallon Enterprises, LLC ("Parallon") (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Actions" means the lawsuits alleging wage and hour violations against Defendants, captioned Dubinski v. Los Robles Regional Medical Center, LLC et al., Ventura County Superior Court Case No. 56-2021-00557490-CU-OE-VTA, filed on August 25, 2021, as amended ("Dubinski Matter"), and Witt v. Los Robles Regional Medical Center, Ventura County Superior Court Case No. 56-2021-00550079-CU-OE-VTA, filed February 1, 2021, as amended ("Witt Matter").
- 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. "Aggrieved Employee" means (1) an individual who worked in a job position of Registered Nurse, Licensed Practical Nurse, or another nursing position(s) (including both staff and registry nurses) for Defendant Los Robles in California ("Los Robles Nurse Aggrieved Employee"), at any time from August 24, 2020, through the date of preliminary approval ("Los Robles Nurse PAGA Period"), and/or for Defendant Parallon at Los Robles Regional Medical Center in California ("Parallon Nurse Aggrieved Employee"), at any time from August 24, 2020, through the date of preliminary approval ("Parallon Nurse PAGA Period"); (2) a non-exempt or hourly-paid employee of Defendant Parallon in California who received one or meal and/or rest period premiums ("Meal and Rest Period Premium Aggrieved Employee") at any time from August 24, 2020, through the date of preliminary approval ("Meal and Rest Period Premium PAGA Period"); and (3) a non-exempt or hourly-paid employee of Defendant Los Robles in California ("Wage Statement Aggrieved Employee") at any time from February 1, 2020 through the date of preliminary approval ("Wage Statement PAGA Period").
- 1.5. "Amended Complaint" means the amended complaint Dubinski will file, upon seeking and receiving Court approval, to add Witt as a named plaintiff/class representative, and

add any and all claims asserted in the Witt Matter. This Amended Complaint is for settlement purposes only and will be null and void if the Settlement does not receive Final Approval.

- 1.6. "Class Counsel" means Marcus Bradley and Kiley Grombacher of Bradley/Grombacher, LLP; and Alex P. Katofsky and Daniel F. Gaines of Gaines & Gaines, APLC.
- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.
- 1.8. "Class Data" means Class Members' identifying information in Defendants' possession, including the name, last-known mailing address, Social Security number, number of Workweeks worked during the applicable Class Period (as defined below), and PAGA Pay Periods.
- 1.9. "Class Member Address Search" means the Administrator's investigation and search for current Class Members' mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator.
- 1.10. "Class Notice" means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. "Class Member" means a Los Robles Nurse Class Member, Parallon Nurse Class Member, Meal and Rest Period Premium Class Member, and/or Wage Statement Class Member.
- 1.12. "Class Period" means the period from (1) January 17, 2019 through the date of preliminary approval for the Los Robles Nurse Class Members ("Los Robles Nurse Class Period"); (2) September 4, 2020 through the date of preliminary approval for Parallon Nurse Class Members ("Parallon Nurse Class Period"); (3) September 4, 2020 through the date of preliminary approval for Meal and Rest Period Premium Class Members ("Meal and Rest Period Premium Class Period"); and (4) August 7, 2019 through the date of preliminary approval for Wage Statement Class Members ("Wage Statement Class Period").
- 1.13. "Class Representatives" means the named plaintiffs in the operative complaints in the Actions seeking Court approval to serve as Class Representatives, Michelle Dubinski and Michael Witt.
- 1.14. "Class Representative Service Payments" means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.

- 1.15. "Court" means the Superior Court of California, County of Ventura.
- 1.16. "Defendants" means named defendants Los Robles Regional Medical Center, HealthTrust Workforce Solutions, LLC, and Parallon Enterprises, LLC.
- 1.17. "Defense Counsel" means Richard J. Simmons, Jason W. Kearnaghan, Melanie M. Hamilton, and Hilary A. Habib of Sheppard, Mullin, Richter, and Hampton LLP.
- 1.18. "Effective Date" means the date on which the Final Award becomes final. For purposes of this Section, the Final Award "becomes final" only after the Court grants the Motion for Final Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.
- 1.19. "Final Approval" or "Final Award" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Gross Settlement Amount" means \$1,700,000.00 (One Million, Seven Hundred Thousand Dollars and No Cents) which is the total gross amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and the Administration Expenses.
- 1.22. "Individual Class Payment" means the Participating Class Member's share of the Net Settlement Amount, calculated in accordance with Paragraph 3.2.4.1 below.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's share of 25% of the PAGA Penalties, calculated in accordance with Paragraph 3.2.5.1 below.
- 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25. "Los Robles Nurse Class Member" means an individual who worked in a job position of Registered Nurse, Licensed Practical Nurse, or another nursing position(s) (including both staff and registry nurses) for Defendant Los Robles in California, at any time from January 17, 2019, through the date of preliminary approval ("Los Robles Nurse Class Period").

- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Meal and Rest Period Premium Class Member" means a non-exempt or hourly-paid employee of Defendant Parallon in California who received one or meal and/or rest period premiums at any time from September 4, 2020, through the date of preliminary approval ("Meal and Rest Period Premium Class Period").
- 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Class Members as Individual Class Payments.
- 1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. "Objection to Settlement" means the Court Approved Objection Form in the form, without material variation, attached as Exhibit B and incorporated by reference into this Agreement.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.33. "PAGA Notices" means Plaintiffs' February 4, 2021 and August 24, 2021 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), Case Nos. LWDA-CM-820718-21 and LWDA-CM-842417-21.
- 1.34. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.35. "PAGA Period" means the period from (1) August 24, 2024 through the date of preliminary approval for the Los Robles Nurse Aggrieved Employees ("Los Robles Nurse PAGA Period"), Parallon Nurse Aggrieved Employees ("Parallon Nurse PAGA Period"), and Meal and Rest Period Premium Aggrieved Employees ("Meal and Rest Period Premium PAGA Period"), and (2) February 1, 2020 through the date of preliminary approval for the Wage Statement Aggrieved Employees ("Wage Statement PAGA Period").
- 1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

- 1.37. "Parallon Nurse Class Member" means an individual who worked in a job position of Registered Nurse, Licensed Practical Nurse, or another nursing position(s) (including both staff and registry nurses) for Defendant Parallon at Los Robles Regional Medical Center in California, at any time from September 4, 2020, through the date of preliminary approval ("Parallon Nurse Class Period").
- 1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. "Plaintiffs" means Michelle Dubinski and Michael Witt, the named plaintiffs in the Actions.
- 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.42. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.44. "Released Parties" means: Defendants, and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, plans, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.45. "Request for Exclusion" means the Court approved Opt-Out Form to be mailed to Class Members in the form, without material variation, attached as Exhibit C and incorporated by reference into this Agreement.
- 1.46. "Response Deadline" means 45 calendar days after the Administrator mails Notice to the Class Members and Aggrieved Employees, and shall be the last date on which Class

Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objections to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.47. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.48. "Settlement Payment Check" means the payment to Class Members. The back of the Settlement Payment Check shall state, immediately below the space where the check is to be endorsed by the payee: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Actions], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."
- 1.49. "Wage Statement Class Member" means a non-exempt or hourly-paid employee of Defendant Los Robles in California at any time from August 7, 2019 through the date of preliminary approval ("Wage Statement Class Period").
- 1.50. "Workweek" means any week during which a Class Member worked for Defendants, for at least one day, during the applicable Class Period.

2. RECITALS.

- 2.1. Plaintiffs are former employees of Defendants at some point during the Class Period.
- 2.2. On February 1, 2021, Plaintiff Witt filed a proposed class and representative action against Defendant Los Robles in Ventura County Superior Court. The complaint asserted two causes of action: (1) pay stub violations under Labor Code §§ 226(a)(2) and 226(a)(9); and (2) civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §§ 2698, *et seq.* On August 25, 2021, Plaintiff Dubinski filed a proposed class and representative action against Defendants Los Robles, HWS, and Parallon in Ventura County Superior Court. The complaint asserted seven causes of action: (1) unpaid wages; (2) overtime; (3) meal periods; (4) rest periods; (5) final wages; (6) unfair competition; and (7) PAGA penalties.
- 2.3. Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged in the Actions.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices on February 4, 2021 and August 24, 2021.

- 2.5. On April 30, 2024, the Parties participated in an all-day mediation with experienced mediator Steve Cerveris, which led to this Agreement to settle the Actions.
- 2.6. Prior to mediation and finalizing the Agreement, Plaintiffs obtained, through discovery, relevant information from Defendants, including but not limited to an adequate sampling of employee time and payroll records, records relating to Plaintiffs, Defendants' policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc., 48 Cal.App.4th 1794, 1801 (1996) and Kullar v. Foot Locker Retail, Inc., 168 Cal.App.4th 116, 129-30 (2008) ("Dunk/Kullar").

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants jointly and severally promise to pay the total gross amount of \$1,700,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes required by law on the wage portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payments shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. The Class Representative Service Payments will be in addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement and are conditioned on

the execution by Plaintiffs of a stand-alone settlement agreement and general release of all claims.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount (approximately \$566,666.67) and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment(s) and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: A reasonable Administration Expenses Payment, as approved by the Court.
- 3.2.4. To Each Participating Class Member:
- 3.2.4.1. For each Participating Class Member, an Individual Class Payment will be calculated based on the Participating Class Member's pro rata share of Workweeks worked during the applicable Class Period, i.e., the number of Workweeks the Participating Class Member worked during the applicable Class Period divided by the total number of Workweeks worked by all Class Members during the applicable Class Periods with a 2.0 multiplier provided to Los Robles Nurse Class Members and Parallon Nurse Class Members to account for the additional causes of action and remedies available to and released by these class members.
- 3.2.4.2. Tax Allocation of Individual Class Payments. With the exception of any individual who is exclusively a member of only the Wage Statement Class, 20% of each Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on

an IRS W-2 Form. 80% of each Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). For individuals who are exclusively members of only the Wage Statement Class and not members of any other settlement class described herein, 100% should be allocated to penalties and interest. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA Claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect employee privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data

to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator

shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASE OF CLAIMS.** As of the date of Judgment, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. As a condition of receiving any portion of the Class Representative Service Payments, Plaintiffs, and each of their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendants), and each and all of them, from any and all claims, liabilities, causes of actions, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiffs or their heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause prior to the later date of Plaintiffs' execution of this Agreement or Plaintiffs' execution of the stand-alone individual settlement agreements (whichever is later). This Release extends to any and all claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act ("PAGA") (to include, but not limited to, acting as a PAGA representative), the California Equal Pay Act, the California Fair Pay Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination and/or retaliation, or failure to prevent the

same, on the basis of age, race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, veteran status, military status, political affiliation, failure to accommodate a disability, failure to engage in the interactive process, family care or medical leave status or the denial of family and medical care leave, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information or any other basis protected by applicable federal, state and/or local laws, regulations, rules, ordinances and/or orders, failure to pay wages due or other monies owed; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, libel, slander, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have as of the later date of Plaintiffs' execution of this Agreement or Plaintiffs' execution of the stand-alone individual settlement agreements (whichever is later) (with the exception of the Released Class Claims and Released PAGA Claims, as the release for those claims will extend through the Class Periods and PAGA Periods, respectfully) ("Plaintiffs' Released Claims").

Plaintiffs' Released Claims include, but are not limited to, all claims asserted in the Actions, as amended, and/or PAGA Notices, as amended, arising from or related to the Actions, as amended, and/or PAGA Notices, as amended, and/or that could have been raised in the Actions, as amended, and/or PAGA Notices, as amended, based upon the facts and causes of action alleged. Plaintiffs' Released Claims include, but are not limited to, the Released Class Claims, Released PAGA Claims, all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; unpaid vacation; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices; penalties, including, but

not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; failure to timely pay wages; failure to timely pay final wages; and attorneys' fees and costs. Plaintiffs' Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 204.11, 205, 205.5, 206, 210, 212, 213, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 432, 510, 511, 512, 515, 515.5, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, *et seq.*, 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* ("ERISA"). Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort.

This release excludes the release of claims not permitted by law. Plaintiffs' Release does not apply to: (a) Plaintiffs' entitlement under ERISA to vested retirement or pension benefits; (b) enforcement of the terms of this Agreement; (c) any entitlement to workers' compensation benefits; (d) any right to unemployment insurance benefits; (e) any other claims that cannot lawfully be waived by this agreement; and (f) any rights Plaintiffs may have to file, cooperate, or participate in any proceeding before the Equal Employment Opportunity Commission ("EEOC") or a state fair employment practices agency, and/or Government Agency. Plaintiffs, however, waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC or any other federal, state or local agency on Plaintiffs' behalf directly from the Released Parties to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available, including a whistleblower award, or other awards or relief that may not lawfully be waived.

All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for this release to be as broad as possible. To the extent Plaintiffs release persons or entities not signatory to this Agreement, Plaintiffs acknowledge and agree that this Agreement is made for each of their benefit and use.

Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The specific terms of Plaintiffs' Release will be detailed in a separate, stand-alone individual settlement agreement.

- 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs' Released Claims is intended to be broad to include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Thus, for purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

- 6.2 Release by Participating Class Members: As of the date of Judgment, all Class Members who do not properly opt-out of the Settlement will fully and finally release the Released Parties (which as defined above specifically includes Defendants) from any and all Released Class Claims for the entirety of the Class Period(s). The "Released Class Claims" include all claims asserted in the Actions, as amended, and/or PAGA Notices, as amended, arising from or related to the facts and claims alleged in the Actions, as amended, and/or PAGA Notices, as amended, or that could have been raised in the Actions, as amended, and/or PAGA Notices, as amended, based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; unpaid vacation; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released Class Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; failure to timely pay wages; failure to timely pay final wages; and attorneys' fees and costs; all claims related to the Released Class Claims arising

under: the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 202, 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 512, 515.5, 516, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.*; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; and federal common law.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Actions for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA asserted in the Actions, arising from or related to the facts and claims alleged in the Actions, or that could have been alleged in the Actions based on the facts and claims alleged in the Actions during the Class Periods. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Actions for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Actions], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement." Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018).

This release excludes the release of claims not permitted by law.

- 6.3 **Release by Aggrieved Employees:** All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims (Settlement), shall nevertheless be bound by the Released PAGA Claims for the entirety of the PAGA Period(s) and shall receive a pro rata portion of 25% of the PAGA Penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, shall release the Released Parties (which as defined above specifically includes Defendants) from all known and unknown claims for civil penalties under PAGA that were asserted in the Actions, as amended, and/or PAGA Notices, as amended, and any claims alleged, or that could have been alleged, in the Actions, as amended, and/or PAGA Notices, as amended, based on the allegations asserted in the Actions, as amended, and/or PAGA Notices, as amended,

including all claims for unpaid wages, including, but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; unpaid vacation; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; failure to timely pay wages; failure to timely pay final wages; attorneys' fees and costs; and all claims relating to alleged violations of the Labor Code, including, but not limited to, sections 200, 201, 201.1, 202, 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 512, 515.5, 516, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2802) ("Released PAGA Claims").

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Ventura County Superior Court's current requirements for Preliminary Approvals.

- 7.3 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its: willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent Class Members; and (vi) its timely transmission to the LWDA of all necessary PAGA documents pursuant to Labor Code section 2699(l) (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)), and notice of final settlement and approval; and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

- 7.4 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.3 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.4 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.5 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.6 Notice to Class Members.
- 8.6.1 No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.6.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice

shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 8.6.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.6.4 The deadlines for Class Members' written Objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Members of the extended deadline with the re-mailed Class Notice.
- 8.6.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.7 Requests for Exclusion (Opt-Outs).

- 8.7.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. All Aggrieved Employees, including those who timely and

effectively exclude themselves from the Released Class Claims (Settlement), shall nevertheless be bound by the Released PAGA Claims.

- 8.7.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member, and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.7.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.7.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.8 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the Challenges.

8.9 Objections to Settlement.

8.9.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.9.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.9.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

8.10.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.10.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Wage Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 8.10.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, Challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.
- 8.10.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member Challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.10.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 8.10.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all

Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- 10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.3 Dismissal of Witt Matter. Pending Final Approval, the Parties agree to a stay in the related Witt Matter. Within ten (10) business days of the Court granting Final Approval, Witt's counsel will request dismissal of the Witt Matter, with prejudice as to Witt and without prejudice as to the proposed class and alleged aggrieved employees.

10.4 Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.5 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.6 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.7 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,

including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.8 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.3 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.4 Confidentiality. Neither Plaintiffs nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiffs only, and will not disclose, disseminate and/or publicize, or cause or permit

another person to disclose, disseminate or publicize (to include by not limited to posting on websites, settlement reporting services, and/or other media or social media), whether verbally or in writing, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any 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. Plaintiffs shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential.

From and after Preliminary Approval of the Settlement, Plaintiffs and Class Counsel may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Actions have been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. This Settlement shall not be advertised or mentioned on any source, including Plaintiffs' Counsels' personal or firm website(s).

Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the Settlement.

- 12.5 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.6 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits and the individual settlement agreement executed by Defendants and Plaintiffs, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.7 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.8 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.9 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.10 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.11 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations,

or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.17 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.18 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Email: mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com

Daniel F. Gaines, Esq.
Alex P. Katofksy, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Email: daniel@gaineslawfirm.com
alex@gaineslawfirm.com
evan@gaineslawfirm.com

To Defendants:

Richard J. Simmons
Jason W. Kearnaghan, Esq.
Melanie M. Hamilton, Esq.
Hilary A. Habib, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
Tel: (213) 620-1780
Email: rsimmons@sheppardmullin.com
jkearnaghan@sheppardmullin.com
mhamilton@sheppardmullin.com
hhabib@sheppardmullin.com

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

12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

On Behalf of Plaintiffs:

Dated: 11/12/2024 _____

Signed by:

39ACF18C5BCF401

Michelle Dubinski, Plaintiff

Dated: _____

Michael Witt, Plaintiff

To Defendants:

Richard J. Simmons
Jason W. Kearnaghan, Esq.
Melanie M. Hamilton, Esq.
Hilary A. Habib, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
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jkearnaghan@sheppardmullin.com
mhamilton@sheppardmullin.com
hhabib@sheppardmullin.com

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12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

On Behalf of Plaintiffs:

Dated: _____

Michelle Dubinski, Plaintiff

Dated: 11 / 12 / 2024



Michael Witt, Plaintiff

On Behalf of Defendant Los Robles Regional Medical Center:


Dated: 12/10/24



Name: Jackie Van Blaricom
Title: Senior Vice President

On Behalf of Defendant HealthTrust Workforce Solutions, LLC:

Dated: 12/17/24



Name: Jennifer L Chemtsov
Title: Vice President,
HealthTrust Workforce Solutions

On Behalf of Defendant Parallon Enterprises, LLC:

Dated: 12/17/24



Name: Shannon Dauchot
Title: President

APPROVED AS TO FORM & CONTENT

BRADLEY/GROMBACHER, LLP

Dated: November 12, 2024



Marcus J. Bradley
Kiley L. Grombacher
Attorneys for Plaintiff Michelle Dubinski


GAINES & GAINES, APLC

Dated: _____

Daniel F. Gaines
Alex P. Katofsky
Attorneys for Plaintiff Michael Witt

**SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

Dated: December 18, 2024



Richard J. Simmons
Jason W. Kearnaghan
Attorneys for Defendants

APPROVED AS TO FORM & CONTENT

BRADLEY/GROMBACHER, LLP

Dated: _____

Marcus J. Bradley
Kiley L. Grombacher
Attorneys for Plaintiff Michelle Dubinski

Dated: Nov 13, 2024

GAINES & GAINES, APLC

Daniel F. Gaines
Alex P. Katofsky
Attorneys for Plaintiff Michael Witt

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

Dated: _____

Richard J. Simmons
Jason W. Kearmaghan
Attorneys for Defendants