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<<City, State Zip>>

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Stacy Smith; Keyona Turner, on behalf of themselves and all others
similarly situated v. ShiftMed, LLC and DOES 1-20, inclusive*

Contra Costa Superior Court No. C24-00180

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.

I. BACKGROUND OF THE CASE

On January 23, 2024, former employees Stacy Smith and Keyona Turner (“Plaintiffs”) filed a lawsuit alleging wage and hour violations against ShiftMed, LLC (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”). On February 6, 2025, Plaintiffs filed a first amended complaint adding a claim seeking penalties under the California Private Attorney General Act (“PAGA”) The lawsuit was filed in Superior Court of the State of California for Contra Costa County (“Court”), Case No. C-24-00180 (the “Action”).

The Action alleges Defendant failed to pay overtime, failed to pay for all hours worked, failed to pay minimum wage, failed to provide compliant meal and rest breaks, failed to reimburse business expenses, failed to pay reporting time pay, failed to provide accurate wage statements, waiting time penalties, unfair business practices, and violation of PAGA.

Defendant denies all claims, denies that Plaintiffs and the Class Members are entitled to any recovery, and assert affirmative defenses in response to Plaintiffs’ claims.

The Action has been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon the recommendation of the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement (“Settlement,” or “Agreement”), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

- (1) all current and former non-exempt employees of Defendant who were assigned to work at a healthcare facility inside California during the Class Period (defined as January 23, 2020 through **June 16, 2025** ~~preliminary court approval of the settlement~~) (“Class Members”); and
- (2) all current and former non-exempt employees of Defendant who were assigned to work at a healthcare facility inside California during the PAGA Period (defined as January 17, 2023 through **June 16, 2025** ~~preliminary court approval of the settlement~~) (“PAGA Members”).

II. ESTIMATED INDIVIDUAL PAYMENT

You have received this notice because Defendant’s records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendant’s records, your Individual Class Payment is estimated to be \$<<Est.ClassAmt>> (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$<<Est.PAGAAmt>>. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by

Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked <<ClassWW>> workweeks during the Class Period, and you worked <<PAGAPP>> pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

III. SUMMARY OF SETTLEMENT

1. Under the terms of the Settlement, Defendant agrees to pay the Maximum Settlement Amount of Six Hundred Seventy-Six Thousand Three Hundred Dollars (\$676,300.00), which is inclusive of all amounts Defendant is required to pay under the Settlement, including all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to PAGA Members, the LWDA Payment, Plaintiffs' Enhancement Payment, Class Counsel's Attorneys' Fees and Costs, and Administration Expenses. Defendant will separately pay employer payroll taxes owed under the Settlement. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$11,950.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.
- b. Up to \$50,000.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Payments to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.
- c. Up to \$225,433.33 (one-third of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- d. Up to \$10,000.00 for each of the Plaintiffs as Plaintiffs' Enhancement Payment in recognition of their effort and work in prosecuting the Action and in exchange for individual general releases of all claims.

3. After making the above deductions in amounts approved by the Court the Administrator will distribute the remaining amount (the "Net Settlement Amount") as Individual Class Payments to Participating Class Members. The Individual Class Payments to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period based on the Class Data provided by Defendant.

4. Each Individual Class Payment to a Participating Class Member will be attributed 20% as wages and 80% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Payments. Defendant will separately pay employer payroll taxes owed on the wage portion of Individual Class Payments. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any

taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendant and the Released Parties from the Released Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. Additionally, every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims whether or not the Class Member opts out of the Settlement, as further described below. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. “Released Parties” means (i) ShiftMed, LLC (“Defendant”); (ii) each of Defendant’s past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; (v) the owners and operators of Client Facilities; and (vi) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Participating Class Members. Effective on the date when Defendant fully funds the Maximum Settlement Amount, Plaintiffs and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on the allegations contained in the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) meal period auto-deductions, (9) rest breaks and rest break premiums, (10) wage statements, (11) failure to keep records, (12) reporting time pay, (13) timely payment of wages, (14) business expense reimbursements, (15) unpaid on call pay, (16) violation of Unfair Competition Law and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 223, 226, 226.3, 226.7, 227.3, 500, 510, 512, 558, 1194, 1194.2, 1197, 1198, 2802, Cal. Civ. Code section 1021.5 and Business and Professions Code section 17200 *et seq.*, and the applicable Wage Orders during the Class Period (January 23, 2020 through preliminary court approval of the settlement).

c. Release By PAGA Members and State of California. Effective on the date when Defendant fully funds the Maximum Settlement Amount, Plaintiffs, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to (1) off-the-clock work, (2) unpaid minimum wages, (3) unpaid regular wages, (4) unpaid overtime, (5) unpaid double time, (6) regular rate of pay, (7) meal periods and meal period premiums, (8) meal period auto-deductions, (9) rest breaks and rest break premiums, (10) wage statements, (11) failure to keep records, (12) reporting time pay, (13) timely payment of wages, (14) business expense reimbursements, (15) unpaid on call pay, (16) violation of Unfair Competition Law and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 223,

226, 226.3, 226.7, 227.3, 500, 510, 512, 558, 1194, 1194.2, 1197, 1198, 2802, and the applicable Wage Orders during the PAGA Period (January 17, 2023 through preliminary court approval of the settlement).

IV. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for Defendant during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendant and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address, be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement Response Deadline is September 4, 2025	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action, and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement Response Deadline is September 4, 2025	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. Alternatively, you may object orally at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 16, 2025 at 9:00 a.m. in Department 39 of the Superior Court of California for the County of Contra Costa located at 725 Court Street, Martinez, California 94553. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts and legal support for your objection. If the Court

	<p>rejects the objection, you will nevertheless be bound by the terms of the Settlement.</p> <p>It is possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.</p>
<p>You can dispute the calculation of your Workweeks / Pay Periods</p> <p>Dispute Deadline is September 4, 2025</p>	<p>The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendant's records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendant's records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding.</p>

V. HOW TO CONTACT THE ADMINISTRATOR

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement" which is on file with the Clerk of the Court and can be accessed at www.ilymgroup.com/shiftmed. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Contra Costa County Superior Court at 725 Court Street, Martinez, California 94553. You can also consult the Superior Court website by going to <https://odyportal.cc-courts.org/Portal/Home/Dashboard/29> and entering the Case Number for the Action, Case No. C24-00180.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

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PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

BY ORDER OF THE SUPERIOR COURT.