

## SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Named Plaintiffs Bridgette Dawson (“Dawson”) and John Conley (“Conley”), on behalf of themselves and the putative class, (collectively, “Plaintiffs”) and Defendant Dignity-GoHealth Urgent Care Management, LLC (“DGH” or “Defendant”), effective as of October 23, 2023 (the “Effective Date”). The Agreement refers to Plaintiff and DGH collectively as “Parties” or individually as “Party.”

### 1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage-and-hour violations against DGH, captioned *Dawson v. GoHealth, LLC*, Case No. CGC-19-577790, initiated on July 19, 2019, and pending in Superior Court of the State of California, County of San Francisco.
- 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 a person currently or formerly employed by DGH in an hourly-paid or non-exempt position in the State of California and who worked for DGH during the PAGA Period.
- 1.5 “Class” means all persons currently or formerly employed by DGH in hourly-paid or non-exempt positions in the State of California during the Class Period.
- 1.6 “Class Counsel” means Moon Law Group, PC.
- 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 Action.
- 1.8 “Class Data” means Class Member identifying information in DGH’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ current mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address (NCOA) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, in English, with a Spanish translation, if applicable, substantially in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from July 19, 2015, through March 20, 2024.
- 1.13 “Class Representative” means each of the two named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representatives” means, collectively, the two named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as the Class Representatives.
- 1.15 “Class Representative Service Payment” means the payment to each of the Class Representatives for initiating the Action and/or providing services in support of the Action.
- 1.16 “Court” means the Superior Court of California, County of San Francisco.
- 1.17 “DGH” means named Defendant Dignity–GoHealth Urgent Care Management, LLC.
- 1.18 “Defense Counsel” means Sheppard Mullin Richter & Hampton, LLP.
- 1.19 “Judgment Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, or, if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.22 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23 “Gross Settlement Amount” means \$475,000, which is the total amount DGH agrees to pay under the Settlement except as provided in Section 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment(s), and the Administration Expenses Payment.
- 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(i).
- 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).
- 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 Payment(s), Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating 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 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for DGH for three or more days during the PAGA Period.
- 1.32 “PAGA Period” means the period from August 15, 2018 through March 20, 2024.
- 1.33 “PAGA” means the Private Attorneys’ General Act of 2004 (Labor Code sections 2698, *et seq.*).

- 1.34 “PAGA Notice” means Dawson’s August 15, 2019 letter to DGH and the LWDA, and Conley’s October 23, 2020 letter to DGH and the LWDA, providing notice pursuant to Labor Code section 2699.3(a).
- 1.35 “PAGA Penalties” means the total amount of \$40,000 for PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$10,000) to the Aggrieved Employees and 75% (\$30,000) to the LWDA in settlement of any and all PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiffs” mean Bridgette Dawson and John Conley, the named plaintiffs in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Section 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Section 5.2 below.
- 1.42 “Released Parties” means: DGH and its parents, subsidiaries, affiliates, related companies, investors, predecessors, and successors, and each of their current and former owners, stockholders, directors, officers, members, fiduciaries, insurers, attorneys, representatives, employees, and agents, past or present, and all persons acting under, by, through, or in concert with any of them.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 “Response Deadline” means 30 days after the Administrator mails Notice to 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 his/her Objection to the Settlement. Class Members to whom Class Notice is re-sent after having been returned as undeliverable to the Administrator shall have the Response Deadline extended for an additional 14 calendar days beyond the initial Response Deadline. The Administrator will inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.46 “Workweek” means any week during which a Class Member worked for DGH for three or more calendar days, during the Class Period.

## 2. RECITALS.

- 2.1 On July 19, 2019, Dawson commenced this Action by filing a Complaint alleging the following causes of action against DGH: (1) Failure to Pay Minimum and Regular Rate Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Breaks, (5) Failure to Timely Pay Final Wages at Termination, (6) Failure to Provide Accurate Itemized Wage Statements, and (7) Unfair Competition (Business & Professions Code sections 17200, *et seq.*). On or about February 6, 2020, Dawson filed a First Amended Complaint alleging an additional cause of action against DGH for civil penalties under PAGA (Labor Code sections 2698, *et seq.*). On or about November 5, 2020, Plaintiffs filed a Second Amended Complaint to add another named plaintiff (and putative class representative), John Conley. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). DGH denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3(a), Plaintiffs gave timely written notice to DGH and the LWDA by sending the PAGA Notice.
- 2.3 On February 6, 2023, the Parties participated in an all-day mediation presided over by highly-regarded mediator, Jeff Krivis, which led to this Agreement to settle the Action.
- 2.4 Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through formal discovery, documents, testimony, and other information related to class certification and the merits of the 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*”).
- 2.5 On April 29, 2022, the Court entered its Order, granting class certification in part. In particular, the Court certified Plaintiffs’ rounding claim and Plaintiffs’ meal period premium miscalculation claim, as well as Plaintiffs’ meal period and rest break policy claims. Meanwhile, the Court denied certification as to Plaintiffs’ off-the-clock wage claims and meal period and rest break practice claims, finding that individualized issues predominated and that there was no common policy or practice to support those claims asserted by Plaintiffs.
- 2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Section 9 below, DGH promises to pay \$475,000 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. DGH has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to DGH.
- 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 each of the Class Representatives of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment each of the Class Representatives are entitled to receive as a Participating Class Member). DGH 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 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. The Administrator will pay the Class Representative Service Payment(s) using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment(s).
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33%, which is currently estimated to be \$156,750, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. DGH will not oppose requests for these payments provided that 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 counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. 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 DGH harmless, and indemnifies DGH, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
  - 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's 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. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - 3.2.4.2. 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.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.
  - 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 (\$10,000) 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 Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, DGH estimates that, as of October 23, 2023, there are 411 Class Members who collectively worked a total of 27,464 Workweeks, and 382 Aggrieved Employees who worked a total of 12,478 PAGA Pay Periods.
- 4.2 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, DGH will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' 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. DGH has a continuing duty to immediately notify Class Counsel if it discovers 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 DGH 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.
- 4.3 Funding of Gross Settlement Amount. DGH shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay DGH's share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Judgment Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after DGH funds 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 Payment(s). Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment(s) shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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 Class 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all 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, as requested by the Class Member prior to the void date.
- 4.4.3 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 a Court-approved non-profit organization or foundation consistent with Code of Civil Procedure section 384(b) ("*Cy Pres* Recipient"); in that regard, the Parties agree that the *Cy Pres* Recipient of any award shall be Legal Aid At Work, 180 Montgomery Street, Suite 600, San Francisco, CA 94104. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate DGH 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.

**5. RELEASE OF CLAIMS.** Effective on the date when DGH fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of

the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release.

- 5.1.1 In consideration for the promises set forth in this Agreement, Plaintiffs, individually and collectively, do hereby — for himself, herself, and themselves, and for his, her, and their spouses, heirs, representatives, agents, attorneys, executors, administrators, successors, and assigns — release, acquit, remise, and forever discharge the Released Parties from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or non-occurrence from the beginning of time to the Effective Date, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiffs' employment with DGH or asserted in the Operative Complaint, or which he, she, or they might otherwise seek to raise against DGH or any of the Released Parties (**"Plaintiffs' Release"**).
- 5.1.2 The Parties agree that Plaintiffs' Release includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including unpaid wages and overtime, meal period and rest break premium pay, PAGA civil penalties, and any other wage-and-hour claims; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge, or public policy violations of whatever kind or nature; defamation, invasion of privacy, fraud, misrepresentation, emotional distress, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, gender, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, or any other protected classification; failure to accommodate and failure to engage in the interactive process; whistleblower claims; claims under the California Labor Code, Government, Business and Professions, and Health and Safety Codes; claims based upon the California Constitution; claims based on any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, California Wage Orders, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Older Workers Benefit Protection Act and Age Discrimination in Employment Act of 1967, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended.

5.1.3 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, or workers' compensation benefits that arose at any time. Plaintiffs, individually and collectively, acknowledge that Plaintiffs, or either of them, may discover facts or law different from, or in addition to, the facts or law that Plaintiffs 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 are discovered hereafter.

5.1.4 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For the purpose of implementing a full and complete release, as set forth in Plaintiffs' Release, Plaintiffs, individually and collectively, expressly acknowledge that the general release set forth in this Agreement is intended to include in its effect, without limitation, claims that Plaintiffs did not know or suspect to exist in his, her, or their favor at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Plaintiffs, individually and collectively, waive any rights he, she, or they may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

**“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.”**

5.1.5 In addition, except as otherwise provided for herein by the terms of the settlement, Plaintiffs and Defendant waive any and all claims for fees, costs, indemnity, or contribution against Plaintiffs, any Class Member, Class Counsel, or Defendant or its counsel.

5.2 Release by Participating Class Members: In consideration for the promises set forth in this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, executors, administrators, successors, and assigns, release, acquit, remise, and forever discharge the Released Parties, through the date of final approval of the settlement, from any and all suits, actions, causes of action, demands, or claims for unpaid wages, unpaid overtime wages, damages, reimbursements, unpaid advances, civil and statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees, costs of litigation, restitution, and equitable relief in any way relating to or arising from their work for DGH that were asserted or could have been asserted in the Action based on the facts stated in the

Operative Complaint or that arise out of the facts alleged in any version of the Complaint filed in the Action from the beginning of the relevant period through the final approval of the settlement by the Court.

- 5.3 Release by Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, executors, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action.
- 5.4 Effect of Class Members' Release: This settlement is contingent upon the Court entering an order that prohibits all Class Members who do not opt-out of the settlement (*i.e.*, who do not timely submit a Request for Exclusion, or those who are deemed Participating Class Members) from bringing or pursuing any of the claims released pursuant to Section 5.2 and/or Section 5.3 of this Agreement, and the terms of the settlement agreement and the Final Judgment and Order shall have *res judicata*, collateral estoppel, and all other preclusive effect in any and all pending and future claims, lawsuits, or other proceedings.

**6. 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 Court’s current checklist for Preliminary Approval, if any, as applicable.

- 6.1 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(t)(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/or the proposed *Cy Pres* Recipient, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from both Plaintiffs confirming his, her, and their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed *Cy Pres* Recipient; and (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members, its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code

section 2699.3(a)), Operative Complaint (Labor Code section 2699(1)(1)), and this Agreement (Labor Code section 2699 (1)(2)), and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the *Cy Pres* Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 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.
- 6.3 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 or other remote means, 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 or other remote means, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

- 7.1 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 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.

#### 7.4 Notice to Class Members.

- 7.4.1 No later than three (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.
- 7.4.2 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. 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.
- 7.4.3 Not later than three (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.
- 7.4.4 If the Administrator, DGH, or Class Counsel is contacted by or otherwise discovers 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 or other remote means, 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 is later.

#### 7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion by the Response Deadline, not later than 30 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.

- 7.5.2 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.
- 7.5.3 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 Participating Class Members' Releases under Sections 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 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 future 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 Section 6.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 30 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 Class 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 by the Response Deadline. 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.

## 7.7 Objections to Settlement.

7.7.1 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.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail, by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court on their behalf) 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 by the Response Deadline, not later than 30 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

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

## 7.8 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.

7.8.1 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 maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 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 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel (and not to Class 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 Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid). However, simultaneously, Class Counsel shall be provided solely with a list of the names of Class Members who submitted Requests for Exclusion, so that Class Counsel can use such information in Plaintiffs’ motion for final approval and to otherwise support their efforts to obtain final approval of this class settlement.

- 7.8.3 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”).
- 7.8.4 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.
- 7.8.5 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 and invalid), and the number of written objections. 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.
- 7.8.6 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.

8. **CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]** Based on its records, DGH estimates that, as of October 23, 2023, there are 411 Class Members who worked 27,464 total workweeks during the Class Period. If the actual number of workweeks that the Class Members worked in the Class Period exceeds 10% from the workweek estimate, then the Gross Settlement Amount will be increased by a similar percentage. For example, if the number of workweeks that the Class Members worked in the Class Period increases by 11 percent, then the Gross Settlement Amount will be increased by 1 percent.
9. **DGH'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, DGH, in the exercise of its sole discretion, may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if DGH withdraws, the Settlement shall be nullified and 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, DGH will remain responsible for paying all Settlement Administration Expenses incurred to that point. DGH must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) 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(1), 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 (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or other remote means, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
  - 10.1 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
  - 10.2 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 Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, without affecting the finality of the Final Judgment, after entry of Judgment, the Court will retain continuing jurisdiction over the Parties, the Action, and the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of this Agreement shall be presented by Motion to the Court; provided, however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights under any other Section of this Agreement.
- 10.4 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 reflected as 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.
- 10.5 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 Payments 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.**
- 12.1 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 DGH that any of the allegations in the Operative Complaint have merit or that DGH has any liability for any claims asserted; nor

should it be intended or construed as an admission by Plaintiffs that DGH's defenses in the Action have merit. 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 or Final Approval, or enter Judgment, DGH reserves the right to contest certification of any class for any reasons, including to continue to have its right to seek reconsideration of the Court's prior granting of partial class certification, and DGH reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest DGH's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, including as to the issue of whether any class or sub-class should be certified or decertified or whether this case should proceed on a certified basis for non-settlement purposes (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality. Plaintiffs, Class Counsel, DGH, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, 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) to 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, Class Counsel, DGH and Defense 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. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

After the Motion for Preliminary Approval is granted by the Court and Notices are mailed to Class Members, Plaintiffs and Class Counsel will necessarily need to communicate with Class Members regarding the Settlement terms and any such communications will not be restricted or limited by any confidentiality obligations under this Agreement. Separate from such necessary communication, Plaintiffs and Class Counsel agree to the following restrictions, which shall only apply to communication with those who are not Class Members. From and after Preliminary Approval of the Settlement, Plaintiffs and Class Counsel only may; (1) as required by law; (2) as permitted under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the Settlement or the specific terms of the Settlement. In all other

cases, Plaintiff and Class Counsel agree not to, directly or indirectly, initiate any conversation or other communication with any third party (other than the Class Members or a potential Class Member) regarding this Agreement or the matters giving rise to this Agreement. In particular, neither Plaintiffs nor Class Counsel shall issue any press release related in any way to the Settlement or post the Settlement to their website(s) or on social media. Again, nothing in this Section or anything else in this Agreement is intended to, or otherwise should or does, restrict or interfere with Class Counsel's communications with Class Members regarding the Settlement and in accordance with Class Counsel's duties and ethical obligations owed to Class Members to faithfully discharge their duties as Class Counsel.

Furthermore, Plaintiffs agree that they will not (a) make any disparaging or defamatory comments to any third party, either in writing or verbally, whether in tangible format, electronic format, or otherwise, including on social media outlets (e.g., Facebook, Twitter/X, Instagram, etc.), concerning DGH or concerning its affiliates, officers, directors, partners, principals, employees, or agents, or concerning its or their customers, clients, patients, methods of doing business, products, services, or employment practices, and (b) take any action to publicize the Settlement or any terms of the Settlement, including but not limited to by advertising or posting notice regarding the Settlement on the internet. Class Counsel specifically agree that they will not make any public statement, or issue any press release, regarding the Settlement or post the Settlement on their website(s) or in social media. Nothing herein is intended to or shall prevent Class Counsel from discharging their duties to absent Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel 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.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and DGH, 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.
- 12.6 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.

- 12.7 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. The Parties agree that Plaintiffs, Class Counsel, DGH, and Defense Counsel are not 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.
- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 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.
- 12.12 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.
- 12.13 Confidentiality of Information. To the extent permitted by law, all agreements made, and orders entered, during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Code of Evidence section 1152, and all copies and summaries of the Class Data provided to Class Counsel by DGH 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 DGH unless, prior to the Court's discharge of the

Administrator's obligation, DGH makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.15 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.
- 12.16 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.
- 12.17 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:

Allen Feghali  
MOON LAW GROUP, PC  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
[afeghali@moonlawgroup.com](mailto:afeghali@moonlawgroup.com)

To DGH:

Gregg A. Fisch  
SHEPPARD MULLIN RICHTER & HAMPTON LLP  
1901 Avenue of the Stars, Suite 1600  
Los Angeles, California 90067-6055  
Telephone: (310) 228-3700  
[gfisch@sheppardmullin.com](mailto:gfisch@sheppardmullin.com)

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, electronic means (*e.g.*, 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 exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to California Code of Civil Procedure section 583.330, the time within which an

action must be brought to trial under Section 583.310 shall be extended for the entire period of this settlement process.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS HEREOF, the Parties hereby execute, and make effective, this Agreement as of the Effective Date, as set forth above.

DocuSigned by:



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Plaintiff Bridgette Albouchi 4/25/2024  
(formerly Dawson)

Tom Oram, Chief Financial Officer,  
For DGH

DocuSigned by:



066245B3E16045A...

Plaintiff John Conley 4/25/2024



Allen Feghali, Esq., Counsel For Plaintiffs

Gregg A. Fisch, Esq., Counsel For DGH

IN WITNESS HEREOF, the Parties hereby execute, and make effective, this Agreement as of the Effective Date, as set forth above.

---

Plaintiff Bridgette Albouchi  
(formerly Dawson)

*Brian D. Koppy*  
\_\_\_\_\_  
Brian Koppy, Chief Financial Officer,  
For DGH

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Plaintiff John Conley

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Allen Feghali, Esq., Counsel For Plaintiffs

*Gregg A. Fisch*  
\_\_\_\_\_  
Gregg A. Fisch, Esq., Counsel For DGH

**Exhibit A**  
**Court-Approved Notice Of Class Action Settlement**  
**And Hearing Date For Final Court Approval**  
*Dawson v. GoHealth, LLC, Case No. CGC-19-577790*

***The Superior Court for the State of California, County for San Francisco,  
authorized this Notice. Read it carefully!***  
***It's not junk mail, spam, an advertisement, or solicitation by a lawyer.***  
***You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (the “Action”) brought against Defendant Dignity–GoHealth Urgent Care Management, LLC (“DGH”) for alleged wage-and-hour violations. The Action was filed by two former DGH employees, Named Plaintiffs Bridgette Dawson (“Dawson”) and John Conley (“Conley”) (collectively, “Plaintiffs”) and seeks payment of (1) unpaid wages and overtime, premium pay for meal periods and rest breaks, various statutory penalties, and other relief for a class of persons currently or formerly employed by DGH in hourly-paid or non-exempt positions in the State of California (“Class Members”) and who worked for DGH during the Class Period (July 19, 2015 to March 20, 2024); and (2) civil penalties under the California Private Attorneys’ General Act of 2004 (“PAGA”) for all persons currently or formerly employed by DGH in hourly-paid or non-exempt positions in the State of California during the PAGA Period (August 15, 2018 to March 20, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring DGH to fund Individual Class Payments, and (2) a PAGA Settlement requiring DGH to fund Individual PAGA Payments and pay civil penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on DGH’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to DGH’s records 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 DGH’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

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 you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court also will decide whether to enter a judgment

that requires DGH to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against DGH.

If you worked for DGH during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period civil penalty claims against DGH.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against DGH and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**DGH will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                      | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against DGH that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>You Can Opt-out of the Class Settlement, but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is</b><br>_____ | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. DGH must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement, but, not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by _____</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. <i>See</i> Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the _____ Final Approval Hearing</b></p>                                                                                                  | <p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.</p>                                                                                                                                                                                                                                                              |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by _____</b></p>                              | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least three days during the Class Period and how many Pay Periods you worked at least three days during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to DGH’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. <i>See</i> Section 4 of this Notice.</p>                                                                                                                                                 |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former DGH employees. In the Action, Plaintiffs accuse DGH of violating California labor laws by failing to pay overtime wages, minimum and regular rate wages, and wages due upon termination, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiffs also have asserted a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (Labor Code sections 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Moon Law Group, PC (“Class Counsel”).

DGH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether DGH or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and DGH hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (the “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and DGH have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, DGH does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) DGH has agreed to pay a fair, reasonable, and adequate amount, considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. DGH Will Pay \$475,000 as the Gross Settlement Amount (Gross Settlement).  
DGH has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and civil penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, DGH will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$156,750 (33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$45,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000 to each of the two Plaintiffs as a Class Representative Award for pursuing the claims in the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the

only monies either Plaintiff will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

- C. Up to \$15,000 to the Administrator for services administering the Settlement.
- D. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and DGH are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (DGH will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and DGH have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her

representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage-and-hour claims against DGH.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against DGH based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It also is possible that the Court will enter a Judgment that is reversed on appeal. Plaintiffs and DGH have agreed that, in either case, the Settlement will be void: DGH will not pay any money and Class Members will not release any claims against DGH.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator also will decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and DGH has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against DGH or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, executors, administrators, successors, and assigns, release the Released Parties, through the date of final approval of the settlement, from any and all suits, actions, causes of action, demands, or claims for unpaid wages, unpaid overtime wages, damages, reimbursements, unpaid advances, civil and statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees, costs of litigation, restitution, and equitable relief in any way relating to or arising from their work for DGH

that were asserted or could have been asserted in the Action based on the facts stated in the Operative Complaint or that arise out of the facts alleged in any version of the Complaint filed in the Action from the beginning of the relevant period through the final approval of the settlement by the Court.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and DGH has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against DGH, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against DGH or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, executors, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, or that arise out of the facts alleged in any version of the Complaint filed in the Action, and the PAGA Notice and ascertained in the course of the Action.

#### 4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in DGH's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge

by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept DGH's calculation of Workweeks and/or Pay Periods based on DGH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and DGH's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out), including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, as applicable.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Dawson v. GoHealth, LLC*, Case No. CGC-19-577790, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of this Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and DGH are asking the Court to approve. At least 16 court days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation

Expenses, and Service Awards, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) or the Court's website \_\_\_\_\_ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Dawson v. GoHealth, LLC*, Case No. CGC-19-577790, and include your name, current address, telephone number, and approximate dates of employment for DGH and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object on his/her behalf at his/her own cost) by attending 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 that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but you do not have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ (time) in Department 613 of the San Francisco Superior Court, located at 400 McAllister St., San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend on your behalf) either personally or virtually via \_\_\_\_\_, at \_\_\_\_\_. Check the Court's website for the most current information.

It is possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything DGH and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to \_\_\_\_\_ (specify entity)'s website at \_\_\_\_\_ (url). You also can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=BEF03EE3CD2DF9FFDB82CC568864985BCD8D30EC> and entering the Case Number for the Action, Case No. CGC-19-577790. You

also can make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-5737.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Allen Feghali,  
Email Address: [afeghali@moonlawgroup.com](mailto:afeghali@moonlawgroup.com)  
Name of Firm: MOON LAW GROUP, PC  
Mailing Address: 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017  
Telephone: (213) 232-3128

Settlement Administrator:

Name of Company: ILYM Group, Inc.  
Email Address:  
Mailing Address:  
Telephone:  
Fax Number:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.