Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiffs Nasr and Samonte and the Class

[*Additional Counsel on Following Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

JASON NASR, JACK SAMONTE, GIL MICHAELI, and MYESHA WILLIAMS, as individuals and on behalf of all others similarly situated, and as private attorneys general,

Plaintiffs,

vs.

SAN JOAQUIN VALLEY REHABILITATION HOSPITAL, 1125 SIR FRANCIS DRAKE BOULEVARD OPERATING COMPANY, LLC d/b/a KENTFIELD HOSPITAL, KENTFIELD REHABILITATION HOSPITAL FOUNDATION, VIBRA HEALTHCARE LLC, VIBRA REHABILITATION HOSPITAL OF RANCHO, LLC, GALE HEALTHCARE SOLUTIONS LLC, REALTIME PEO II, LLC, and DOES 1 through 50, inclusive,

Defendants.

Case No. MCV084862

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: March 26, 2021
Trial Date: None Set

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
Jose Maria D. Patino, Jr. (SBN 270194)
jose@setarehlaw.com
Tyson Gibb (SBN 339154)
tyson@setarehlaw.com
SETAREH LAW GROUP
420 North Camden Drive
Beverly Hills, California 90210
Telephone: (310) 888-7771
Facsimile: (310) 888-0109

Attorneys for Plaintiff Michaeli and the Class

Carolyn Hunt Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
Michelle S. Lim (SBN 315691)
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schnelderwallace.com
oedlestein@schneiderwallace.com
mlim@schneiderwallace.com

Attorneys for Plaintiff Williams and the Class

Donald P. Sullivan (State Bar No. 191080)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-mail: donald.sullivan@jacksonlewis.com

Attorneys for Defendants San Joaquin Valley Rehabilitation Hospital,
1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital,
Kentfield Rehabilitation Hospital Foundation, Vibra Healthcare LLC, and
Vibra Rehabilitation Hospital of Rancho, LLC

Carolyn B. Hall
CA Bar No. 212311
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Telephone: 415-442-4810
Facsimile: 415-442-4870
carolyn.hall@ogletree.com

Attorneys for Defendants
Gale Healthcare Solutions LLC and Realtime PEO II, LLC

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Jason Nasr, Jack Samonte, Gil Michaeli, and Myesha Williams, on the one hand, and Defendants Vibra Healthcare LLC; Vibra Rehabilitation Hospital of Rancho, LLC d/b/a Vibra Rehabilitation Hospital of Rancho Mirage; San Joaquin Valley Rehabilitation Hospital; 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital; Kentfield Rehabilitation Hospital Foundation; Gale Healthcare Solutions LLC, and Realtime PEO II, LLC, on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Jason Nasr v. San Joaquin Valley Rehabilitation Hospital*, filed on or about March 26, 2021, in the Superior Court of the State of California for the County of Madera designated as Case No. MCV084862, as amended to include the claims and allegations from the civil lawsuits originally entitled: (i) *Jack Samonte v. 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital*, filed on or about October 13, 2020, in the Superior Court of the State of California for the County of Solano designated as Case No. FCS055511, (ii) *Gil Michaeli v. Kentfield Rehabilitation Hospital Foundation, et al.*, filed on or about February 10, 2021, in the Superior Court of the State of California for the County of Marin designated as Case No. CIV2100614, (iii) *Gil Michaeli v. Kentfield Rehabilitation Hospital Foundation, et al.*, filed on or about February 11, 2021, in the Superior Court of the State of California for the County of Marin designated as Case No. CIV2100683, and (iv) *Myesha Williams v. Vibra Healthcare LLC, et al.*, filed on or about August 26, 2021, in the Superior Court of the State of California for the County of San Francisco designated as Case No. CGC-21-594853.

1.2. Administrator. "Administrator" means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Administration Costs. "Administration Costs" means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendants' Counsel.

1.4. Aggrieved Employee. "Aggrieved Employee" means all current and former non-exempt employees employed by any of the Defendants in the State of California at any time during the PAGA Period.

1.5. Agreement. "Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

1.6. Attorneys' Fees and Costs Award. "Attorneys' Fees and Costs Award" means a Court approved payment from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding Administration Costs).

1.7. Class Counsel. "Class Counsel" means (i) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C.; (ii) William L. Marder of Polaris Law Group; (iii) Shaun Setareh and Jose Maria D. Patino, Jr. of Setareh Law Group; and (iv) Carolyn H. Cottrell, Ori Edelstein, and Michelle S. Lim of Schneider Wallace Cottrell Konecky LLP.

1.8. Class Member. "Class Member" means any member of the "Wage and Hour Class" and/or "FCRA Class."

1.8.1. Wage and Hour Class. "Wage and Hour Class" means all current and former non-exempt employees employed by any of the Defendants in the State of California at any time between May 24, 2018, and December 31, 2023 (the "Wage and Hour Class Period").

1.8.2. FCRA Class. "FCRA Class" means all current and former non-exempt employees employed by any of the Defendants in the State of California at any time between February 11, 2016, and December 31, 2023 (the "FCRA Class Period").

1.9. Class Notice. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**.

1.10. Class Representative Awards. "Class Representative Awards" means a Court approved payment from the Gross Settlement Amount to Plaintiffs in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and Aggrieved Employees in consideration of Plaintiffs' additional general releases of claims inapplicable to Settlement Class Members.

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

1.11. Court. "Court" means the Superior Court of State of California for the County of Madera.

1.12. Defendants. "Defendants" means Vibra Healthcare LLC; Vibra Rehabilitation Hospital of Rancho, LLC d/b/a Vibra Rehabilitation Hospital of Rancho Mirage; San Joaquin Valley Rehabilitation Hospital; 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital; Kentfield Rehabilitation Hospital Foundation; Gale Healthcare Solutions LLC, and Realtime PEO II, LLC.

1.13. Defendants' Counsel. "Defendants' Counsel" means Donald P. Sullivan of Jackson Lewis P.C., for Defendants Vibra Healthcare LLC; Vibra Rehabilitation Hospital of Rancho, LLC d/b/a Vibra Rehabilitation Hospital of Rancho Mirage; San Joaquin Valley Rehabilitation Hospital; 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital; and Kentfield Rehabilitation Hospital Foundation; and Michael N. Westheimer of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., for Gale Healthcare Solutions LLC, and Realtime PEO II, LLC.

1.14. Effective Date. "Effective 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.

1.15. Final Approval Order. "Final Approval Order" means an order granting final approval of this Agreement.

1.16. Gross Settlement Amount. "Gross Settlement Amount" means the maximum potential settlement amount—inclusive of any Attorneys' Fees and Costs Award, Class Representative Awards, Administration Costs, LWDA Payment, and allocations for Individual Settlement Payments—that Defendants may be required to pay in connection with a Final Approval Order.

1.17. Individual PAGA Payment. "Individual PAGA Payment" means an Aggrieved Employee's payment from the PAGA Penalty Fund.

1.18. Individual Settlement Payment. "Individual Settlement Payment" means a Class Member's potential payment from the Net Settlement Amount, which may include an Individual Wage

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

and Hour Class Payment and an Individual FCRA Class Payment.

1.18.1. Individual FCRA Class Payment. "Individual FCRA Class Payment" means a Settlement Class Member's potential payment from the portion of the Net Settlement Amount allocated to payments to the FCRA Class.

1.18.2. Individual Wage and Hour Class Payment. "Individual Wage and Hour Class Payment" means a Settlement Class Member's potential payment from the portion of the Net Settlement Amount allocated to payments to the Wage and Hour Class.

1.19. LWDA Payment. "LWDA Payment" means a Court approved payment to the Labor & Workforce Development Agency ("LWDA") of 75% of the PAGA Penalty Fund.

1.20. Net Settlement Amount. "Net Settlement Amount" means the remainder of the Gross Settlement Amount after Court approved deductions for the Attorneys' Fees and Costs Award, Class Representative Awards, and Administration Costs.

1.21. PAGA. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.22. PAGA Notices. "PAGA Notices" means the notices sent to the Labor Workforce Development Agency by Plaintiffs Nasr, Samonte, and Williams.

1.23. PAGA Penalty Fund. "PAGA Penalty Fund" means the portion of the settlement allocated to PAGA penalties.

1.24. PAGA Period. "PAGA Period" means from the period between October 13, 2019, and December 31, 2023.

1.25. PAGA Settlement. "PAGA Settlement" means the disposition of the PAGA claims asserted in the Action effected by this Agreement and Judgment.

1.26. Parties. "Parties" means Plaintiffs and Defendants.

1.27. Plaintiffs. "Plaintiffs" means Jason Nasr, Jack Samonte, Gil Michaeli, and Myesha Williams.

1.28. Preliminary Approval Order. "Preliminary Approval Order" means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.29. Released Party. "Released Party" means Defendants and their present and former parent companies, subsidiaries, divisions, related or affiliated companies, and their owners, members,

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

shareholders, officers, directors, and successors and assigns.

1.30. Settlement. "Settlement" means the disposition of the Action effected by this Agreement and Judgment.

1.31. Settlement Class Members. "Settlement Class Members" means Class Members who do not exclude themselves from the class action settlement by complying with the procedures set forth in the Class Notice to opt out of the class action settlement.

1.32. Vibra Defendants. "Vibra Defendants" means Vibra Healthcare LLC; Vibra Rehabilitation Hospital of Rancho, LLC d/b/a Vibra Rehabilitation Hospital of Rancho Mirage; San Joaquin Valley Rehabilitation Hospital; 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital; and Kentfield Rehabilitation Hospital Foundation.

2. RECITALS

2.1. Initiation of Action. On or about March 26, 2021, Plaintiff Nasr filed the original complaint initiating the Action alleging wage and hour claims on behalf of a putative class of current and former non-exempt employees of Defendant San Joaquin Valley Rehabilitation Hospital in the State of California ("Nasr Action."). Prior to Plaintiff Nasr's filing, however, Plaintiff Samonte filed a wage and hour action in the Superior Court of California for the County of Solano against Defendant 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital on October 13, 2020, both as a proxy for the State pursuant to the Private Attorneys General Act of 2004 ("PAGA") and on behalf of a putative class of current and former non-exempt employees of the named defendants in the State of California. On February 10 and 11, 2021, Plaintiff Michaeli initiated two separate actions against Defendants Kentfield Rehabilitation Hospital Foundation, 1125 Sir Francis Drake Boulevard Operating Company, LLC, and Vibra Healthcare, LLC, in the Superior Court of California for the County of Marin on behalf of a wage and hour putative class as well as a Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*. ("FCRA") class of current and former employees of the named defendants in the State of California. Finally, on August 26, 2021, Plaintiff Williams initiated a separate action against Vibra Healthcare LLC, Vibra Rehabilitation Hospital of Rancho, LLC, Gale Healthcare Solutions LLC, and Realtime PEO II, LLC, as a proxy for the State pursuant to PAGA in the Superior Court of California for the County of San Francisco

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

2.2. Operative Complaint. In the operative Second Amended Complaint in the Nasr Action, Plaintiffs Samonte, Michaeli, and Williams join Plaintiff Nasr in pursuing class action and PAGA claims for:(i) unreimbursed expenses, (ii) underpaid sick pay wages, (iii) unpaid wages and overtime, (iv) failures to provide meal and rest periods, (v) underpayment of the additional hour of regular rate wages for meal and rest period violations, (vi) untimely payment of wages, and (vii) noncompliant wage statements, in addition to class action claims under the Fair Credit Reporting Act.

2.3. Class Counsel's Investigation. Throughout the litigation, Plaintiffs and Defendants have met and conferred about the alleged claims and defenses. In addition to formal discovery, the Parties continued to exchange information and documentation pursuant to informal methods to assist the Parties in exploring the possibility of a mediated resolution.

2.4. Mediation and Settlement. On September 28, 2023, the Parties attended a mediation with the Honorable Amy S. Hogue (Ret.), a recently retired Superior Court judge from the complex division of Los Angeles Superior Court who is well experienced with and knowledgeable of both California wage and hour laws and the Fair Credit Reporting Act ("FCRA"), as well as the class and representative action claims at issue in the Action. The Parties were unable to reach a resolution. After additional information regarding Defendants' financial condition was produced by Defendants, the Parties attend a second mediation with Judge Hogue on November 16, 2023. The Parties again were unable to reach a resolution. Nonetheless, with the mediator's assistance and based upon a mediator's proposal, the Parties were finally able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, numerous potential appellate issues, and Defendants' financial condition—and which was reached after extensive arm's length negotiations before, during, and after mediation.

2.5. No Admission of Liability. Defendants deny and continue to deny all of the allegations made by Plaintiff in the Action. Although Defendants denied and continue to deny all of the allegations made by Plaintiff in the Action, Defendants—without admitting or conceding any liability or wrongdoing whatsoever—have agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

2.6. Class Counsel's Evaluation. Based on Class Counsel's ongoing investigation and

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of Class Members.

2.7. Certification of Settlement Class. This Agreement is contingent upon the approval and certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a Preliminary Approval Order and then Final Approval Order.

3. SETTLEMENT PROCEEDS

3.1. Gross Settlement Amount. The Vibra Defendants agree to pay a non-reversionary Gross Settlement Amount of $4,000,000.00, pursuant to the payment plan described more fully in Section 3.5, below. The Gross Settlement Amount was negotiated based on the Vibra Defendants' data that the number of workweeks for 2,684 Wage and Hour Class Members from May 24, 2018, through April 6, 2023, was 412,537 workweeks, which extrapolates to approximately 459,928 workweeks through November 16, 2023. To the extent that the actual number of workweeks for Wage and Hour Class Members from May 24, 2018, through December 31, 2023, exceeds 459,928 by more than 15.0% (*i.e.*, by 68,989.20 or more), Defendants shall determine whether (i) the Gross Settlement Amount shall increase on a *pro rata* basis equal to the percentage increase exceeding 15.0% (*e.g.*, if the actual number were 17.5% greater than 459,928, then the Gross Settlement Amount would be increased by 2.5%), or (ii) the releases of claims pursuant to this Agreement shall run through the date on which the total number of Wage and Hour Class Member workweeks would exceed 459,928 by more than 15.0%. Under no other circumstances will the Vibra Defendants' payment exceed the Gross Settlement Amount, except that the Vibra Defendants will make additional payments to the Administrator representing its share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge).

3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order granting Final Approval of this Agreement:

3.2.1. Attorneys' Fees and Costs. Class Counsel intends to request—and Defendants agree not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or $1,333,333.33) in attorneys' fees, and (b) reasonable litigation

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

costs estimated not to exceed $40,000.

3.2.2. Class Representative Awards. Class Counsel intends to request—and Defendants agree not to oppose—that the Court approve Class Representative Awards of $10,000.00 per Plaintiff. Any Class Representative Award is supplemental to Plaintiffs' Individual Settlement Payments.

3.2.3. Administration Costs. Class Counsel intend to request—and Defendants agree not to oppose—that the Court approve Administration Costs of up to $40,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Administration Costs.

3.2.4. PAGA Penalty Fund and LWDA Payment. The Parties allocate $200,000.00 from the Gross Settlement Amount to the PAGA Penalty Fund, which shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable to the California Labor & Workforce Development Agency ("LWDA") as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund is to be distributed to Aggrieved Employees as Individual PAGA Payments.

3.2.5. Individual PAGA Payments. The 25% portion of the PAGA Penalty Fund to be distributed to PAGA Employees shall be allocated pro rata based on the number of workweeks each Aggrieved Employee worked during the PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

3.2.6. Differences in Requested and Approved Payments. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Awards, or Administration Costs, any requested but unapproved amounts shall be allocated to the Net Settlement Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund, any difference in the requested and approved amount shall either be allocated to the Net Settlement Amount or from the Gross Settlement Amount.

3.3. Payments from the Net Settlement Amount. After deducting the approved Attorneys' Fees and Costs Award, Class Representative Awards, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class Members.

3.3.1. Individual Settlement Payments. Individual Settlement Payments shall be

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

distributed to Settlement Class Members, without the need to submit a claim form. The Administrator shall calculate the amounts of payments described below. Defendants' employee data will be presumed to be correct, unless a particular Class Member proves otherwise to the Administrator by credible evidence. All pay period disputes will be resolved and decided by the Administrator and the Administrator's decision on all pay period disputes will be final and non-appealable.

3.3.2. Individual Class Payments for the FCRA Class. 7.5% of the Net Settlement Amount shall be allocated to Settlement Class Members who are members of the FCRA Class as Individual Class Payments. Each Settlement Class Member who is a member of the FCRA Class shall be allocated an equal share of this allocation of the Net Settlement Amount. These Individual Class Payments shall be subject to IRS Form 1099 reporting.

3.3.3. Individual Class Payments for the Wage and Hour Class. 92.5% of the Net Settlement Amount shall be allocated to Settlement Class Members who are members of the Wage and Hour Class as Individual Class Payments. 15% of these Individual Class Payments for the Wage and Hour Class shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of these Individual Class Payments shall be subject to IRS Form 1099 reporting.

3.4. No Tax Advice or Liability. The Administrator shall issue an IRS Form 1099 to Plaintiffs for any Class Representative Awards, to Class Counsel for any Attorneys' Fees and Costs Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3.5. Funding and Installment Payments. Within 15 days after the Court issues a Preliminary Approval Order, the Vibra Defendants shall deposit an initial $250,000.00 installment of the Gross Settlement Amount with the Administrator, which shall hold the funds in an interest-bearing escrow

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

account. Within 15 days after the Court issues a Final Approval Order, the Vibra Defendants shall deposit an additional $250,000.00 installment of the Gross Settlement Amount with the Administrator, which shall hold the funds in the same interest-bearing escrow account. Thereafter, the Vibra Defendants shall deposit an additional $250,000.00 installment of the Gross Settlement Amount with the Administrator every quarter year (three months) until the entire Gross Settlement Amount or 14 additional installments have been paid. Installment Payments shall be due on the first day of the month, beginning on the first day of the month that is at least 90 days from the date the Court issues the Final Approval Order. The Vibra Defendants may accelerate the payments at any time. The Vibra Defendants will provide quarterly unaudited financial statements to Plaintiffs and will provide annual tax returns to Plaintiffs until the Gross Settlement Amount has been fully funded. To the extent that Plaintiffs contend that the Vibra Defendants' financial condition warrants an accelerated installment payment schedule, Plaintiffs shall propose a reasonable plan for the Vibra Defendants to accelerate payments or make a supplement payment. If an agreement to accelerate payments or make a supplemental payment or payments cannot be reached, Plaintiffs and the Vibra Defendants agree to submit the matter to mediation with the Hon. Amy D. Hogue (Ret.) and to split the costs of the mediation.

3.6. Distribution. There shall be two distributions: (1) within 10 days of receiving 50% of the the Gross Settlement Amount (*i.e.*, $2,000,000.00), the Administrator shall distribute the funds received to date, including accrued interest, according to the provisions of Sections 3.1, 3.2, and 3.3 of this Agreement and pursuant to the Final Approval Order; and (2) within 10 days of receiving the remainder of the entirety of the Gross Settlement Amount (*i.e.*, $2,000,000.00), the Administrator shall distribute the remaining funds received, including accrued interest, according to the provisions of Sections 3.1, 3.2, and 3.3 of this Agreement and pursuant to the Final Approval Order. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Class Counsel and Defendants' Counsel.

3.7. Effect of Payments. All Individual Settlement Payments to Class Members shall be deemed to be paid in the year in which such payments are mailed to the Class Member. It is expressly understood and agreed that the receipt of such Individual Settlement Payments shall not entitle any Class Member to additional compensation or benefits under any company bonus, contest, or other compensation

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any individual to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

3.8. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the intended recipient.

4. NOTICE TO CLASS MEMBERS

4.1. Administrator. Plaintiff and Class Counsel shall request that the Court appoint Apex Class Action Administration ("Apex") as the Administrator for purposes of sending notice of the settlement to Class Members.

4.2. Class Data for Administrator. Within 10 days of the Preliminary Approval Order, Defendants shall provide to the Administrator each Class Member's last known mailing address, as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this Agreement.

4.3. Mailing of Notice. Within 10 days of receipt of the Class Data, the Administrator shall send the Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data provided by Defendants. Any Class Notice returned to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator shall promptly attempt to determine the correct address using a single skip-trace search and shall then promptly send a single re-

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

mailing. This shall be the sole means of notice to Class Members.

4.4. Proof of Mailing. The Administrator shall provide Class Counsel and Defendants' Counsel with a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

5. CLASS MEMBERS' RESPONSE OPTIONS

5.1. Consideration Period. Class Members shall be provided 45 days after the postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement. Except as provided herein, no Class Member responses that are postmarked more than 45 days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to the settlement.

5.2. Objection Right and Effect. Class Members shall be given the opportunity to object to the terms of the class action settlement. Class Members may object to the class action settlement by mailing to the Administrator an objection within 45 days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Alternatively, Class Members may appear at the final approval hearing to object to the settlement. Any Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the right to object to the terms of the PAGA settlement.

5.3. Opt-Out Right and Effect. Class Members shall be given the opportunity to opt out of the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the Settlement of the wage and hour and FRCA portions of the Agreement, but not out of the PAGA Settlement. Any Request for Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the Settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement or appeal. Such

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

Class Member will, however, still be bound by the PAGA Settlement portions of this Agreement, including the release provisions in the Agreement. If a Class Member submits both a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection. Class Members do not have the right to opt out of the PAGA Settlement.

5.4. Objection Response. The Administrator must provide a copy of any objection received to Class Counsel and Defendants' Counsel upon receipt. Either of the Parties may file a response to any written objection no later than five court days before the final approval hearing.

5.5. Proof of Class Members' Responses. As soon as practicable after the end of the consideration period, the Administrator shall provide a declaration attesting to (by number of relevant individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses, and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any supplemental declarations regarding the administration of the settlement, as necessary or as jointly requested by the Parties or the Court.

5.6. Right of Withdrawal. If more than 10% of Class Members timely and validly opt out of the class action settlement and Defendants pay all incurred Administrator expenses, Defendants have the right in its sole and exclusive discretion to terminate and withdraw from the settlement. Defendants must exercise their right to withdraw within five days of being notified by the Administrator that more than 10% of Class Members have timely and validly opted out of the class action settlement.

6. RELEASES

6.1. Releases by Settlement Class Members. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

ascertained in the course of the action, including the following claims during the Wage and Hour Class Period: (i) for payment of minimum wages and overtime pursuant to California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198; (ii) for payment of sick pay wages pursuant to California Labor Code sections 201-204, 233, and 246; (iii) for failure to provide rest breaks and pay premiums for missed rest breaks in violation of California Labor Code sections 204, 223, 226.7 and 1198; (iv) for failure to provide meal breaks and pay premiums for missed meal breaks in violation of California Labor Code sections 204, 223, 226.7, 512 and 1198; (v) for failure to provide compliant wage statements in violation of California Labor Code section 226; (vi) for failure to indemnify in violation of California Labor Code section 2802; (vii) for failure to timely pay wages and final wages in violation of California Labor Code sections 201-203; (viii) for unauthorized deductions from wage payments in violation of California Labor Code section 224; and (ix) for violations of California Business and Professions Code section 17200, *et seq*.; and (x) for violations of the Fair Credit Reporting Act during the FCRA Class Period. Settlement Class Members, except for the Plaintiffs, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the fair employment and housing act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the FCRA Class Period.

6.2. Releases by Aggrieved Employees. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, 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, the PAGA Notice, and ascertained in the course of the Action, including claims for violations of or brought pursuant to the following sections of the California Labor Code: 201-205.5, 210, 216, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 245-248.5, 256, 432.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699 and 2802.

6.3. Additional Release by Plaintiffs. In addition to the above releases applicable to Plaintiffs as Settlement Class Members and Aggrieved Employees, Plaintiffs and their respective former and current

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

spouses, representatives, agents, attorneys, heirs administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the operative complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative complaint, Plaintiffs' PAGA notice, or ascertained during the course of the Action and released above ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, Workers' Compensation benefits that arose at any time, or based on occurrences outside the class period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe, individually or collectively, to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or plaintiff's discovery of them.

6.4. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs, individually, expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiffs acknowledge that they have read the entirety of the Agreement, including the above language from the Civil Code, and that they fully understand both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiffs expressly waive any benefits and rights granted pursuant to Civil Code section 1542.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a Motion for Preliminary Approval ("Motion for Preliminary Approval") that complies with the Court's requirements and applicable law.

7.1. 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

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code section 2699, subd. (f)(2)); and (ii) a draft Proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

8. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the date set by the Court for a final approval hearing, or such other time as the Court requires, Plaintiffs shall submit a motion seeking a Final Approval Order, which would, among other things: (i) approve the Class and PAGA settlements, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys Fees and Costs Award, the parties, their respective counsel, Aggrieved Employees and all 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.

8.2. Effect of Failure to Obtain Final Approval. In the event the Court effects a material change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the Parties' agreement to the contrary, and Plaintiffs and Defendants shall each be responsible for 50% of the costs of administration incurred. The Action shall proceed as if no settlement has been attempted, subject to the Parties' agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement shall be admissible in any future proceedings in this Action or any other action.

8.3. 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

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

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

9. MISCELLANEOUS

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

9.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing electronically via DocuSign or by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. All such signatures shall be deemed original signatures and shall be binding.

9.1.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

9.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

9.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

9.2. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve 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 Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.3. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

9.4. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

9.5. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

9.6. Disputes. If the Parties have a dispute with regard to the language of this Agreement, they agree to engage mediator the Hon. Amy D. Hogue (Ret.) to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

9.7. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGES]

PLAINTIFF

Dated: 5/22/2025

DocuSigned by:
Jason Nasr
Jason Nasr

PLAINTIFF

Dated: 5/27/2025

Signed by:
Jack Samonte

PLAINTIFF

Dated: _____

Gil Michaeli

PLAINTIFF

Dated: 09 / 16 / 2025

Myesha Williams

Doc ID: 1a572e4d387945c7ebde2074c7eb6e64ca935f0d

9.4. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

9.5. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

9.6. Disputes. If the Parties have a dispute with regard to the language of this Agreement, they agree to engage mediator the Hon. Amy D. Hogue (Ret.) to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

9.7. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGES]

PLAINTIFF

Dated: _____

_____
Jason Nasr

PLAINTIFF

Dated: _____

_____
Jack Samonte

PLAINTIFF

Dated: 6/6/2025

Gil Michaeli
ID 7ekJgjAAmj2dG92q9622Ciw5
Gil Michaeli

PLAINTIFF

Dated: _____

_____
Myesha Williams

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

COUNSEL FOR PLAINTIFFS NASR AND SAMONTE AND CLASS

Dated: May 22, 2025

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

COUNSEL FOR PLAINTIFF MICHAELI AND CLASS

Dated: _____

Shaun Setareh
Jose Maria D. Patino, Jr.
SETAREH LAW GROUP

COUNSEL FOR PLAINTIFF WILLIAMS AND CLASS

Dated: _____

Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE COTTRELL KONECKY LLP

DEFENDANTS

Dated: _____

_____, *Title* on behalf of
San Joaquin Valley Rehabilitation Hospital, 1125 Sir Francis Drake Boulevard Operating Company d/b/a Kentfield Hospital, Kentfield Rehabilitation Hospital Foundation, Vibra Healthcare LLC, Vibra Rehabilitations Hospital of Rancho, LLC

COUNSEL FOR DEFENDANT

Dated: _____

Donald P. Sullivan
JACKSON LEWIS P.C.

Dated: _____

_____, *Title* on behalf of
Gale Healthcare Solutions LLC, and Realtime PEO II, LLC

COUNSEL FOR PLAINTIFFS NASR AND SAMONTE AND CLASS

Dated: _____

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

COUNSEL FOR PLAINTIFF MICHAELI AND CLASS

Dated: 6/2/2025

ID qK8GHVyEBmaL7s7oszmK4VJa

Shaun Setareh
Jose Maria D. Patino, Jr.
SETAREH LAW GROUP

COUNSEL FOR PLAINTIFF WILLIAMS AND CLASS

Dated: September 17, 2025

Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE COTTRELL KONECKY LLP

DEFENDANTS

Dated: 01/23/2026

Douglas C. Yohe
Douglas C. Yohe (Jan 23, 2026 09:09:51 EST)

, *Title* on behalf of
San Joaquin Valley Rehabilitation Hospital, 1125 Sir Francis Drake Boulevard Operating Company d/b/a Kentfield Hospital, Kentfield Rehabilitation Hospital Foundation, Vibra Healthcare LLC, Vibra Rehabilitations Hospital of Rancho, LLC

COUNSEL FOR DEFENDANT

Dated: 01/10/2026

Donald P. Sullivan
JACKSON LEWIS P.C.

Dated: _____

_____
, *Title* on behalf of
Gale Healthcare Solutions LLC, and Realtime PEO II, LLC

Doc ID: 1a572e4d387945c7ebde2074c7eb6e64ca935f0d

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

COUNSEL FOR PLAINTIFFS NASR AND SAMONTE AND CLASS

Dated: May 22, 2025

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

COUNSEL FOR PLAINTIFF MICHAELI AND CLASS

Dated: _____

Shaun Setareh
Jose Maria D. Patino, Jr.
SETAREH LAW GROUP

COUNSEL FOR PLAINTIFF WILLIAMS AND CLASS

Dated: _____

Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE COTTRELL KONECKY LLP

DEFENDANTS

Dated: _____

, *Title* on behalf of
San Joaquin Valley Rehabilitation Hospital, 1125 Sir Francis Drake Boulevard Operating Company d/b/a Kentfield Hospital, Kentfield Rehabilitation Hospital Foundation, Vibra Healthcare LLC, Vibra Rehabilitations Hospital of Rancho, LLC

COUNSEL FOR DEFENDANT

Dated: _____

Donald P. Sullivan
JACKSON LEWIS P.C.

Dated: July 15, 2025

, *Title* on behalf of
Gale Healthcare Solutions LLC, and Realtime PEO II, LLC

Doc ID: 1a572e4d387945c7ebde2074c7eb6e64ca935f0d

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

COUNSEL FOR DEFENDANT

Dated: July 16, 2025

Carolyn B. Hall
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Doc ID: 1a572e4d387945c7ebde2074c7eb6e64ca935f0d

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

EXHIBIT A

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

NOTICE OF CLASS AND PAGA SETTLEMENT

Jason Nasr, et al. v. San Joaquin Valley Rehabilitation Hospital, et al.
Superior Court of the State of California for the County of Madera, Case No. MCV084862

IF YOU ARE OR WERE (1) A NON-EXEMPT EMPLOYEE EMPLOYED BY

- **VIBRA HEALTHCARE LLC;**
- **VIBRA REHABILITATION HOSPITAL OF RANCHO, LLC D/B/A VIBRA REHABILITATION HOSPITAL OF RANCHO MIRAGE;**
- **SAN JOAQUIN VALLEY REHABILITATION HOSPITAL;**
- **1125 SIR FRANCIS DRAKE BOULEVARD OPERATING COMPANY, LLC D/B/A KENTFIELD HOSPITAL;**
- **KENTFIELD REHABILITATION HOSPITAL FOUNDATION;**
- **(the foregoing entities collectively referred to as the "Vibra Defendants"); AND/OR**
- **GALE HEALTHCARE SOLUTIONS LLC;**
- **REALTIME PEO II, LLC**
- **(the foregoing two entities collectively referred to as the "Gale/Realtime Defendants"**

AT ANY FACILITIES OF THE VIBRA DEFENDANTS, IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN MAY 24, 2018, AND DECEMBER 31, 2023,

OR (2)

A NON-EXEMPT EMPLOYEE EMPLOYED BY ANY OF THE VIBRA DEFENDANTS, AND BY THE GALE/REALTIME DEFENDANTS AT ANY FACILITIES OF THE VIBRA DEFENDANTS, IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN FEBRUARY 11, 2016, AND DECEMBER 31, 2023,

THIS CLASS ACTION AND PAGA SETTLEMENT MAY AFFECT YOUR RIGHTS.

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a consolidated class and representative action lawsuit entitled ***Jason Nasr, et al. v. San Joaquin Valley Rehabilitation Hospital, et al.***, Superior Court of the State of California for the County of Madera Case Nos. MCV084862 (the "Civil Action"). The purpose of this Notice of Class and PAGA Settlement ("Notice") is to briefly describe the Civil Action, and to inform you of your rights and options in connection with it and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action.

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available online at [settlement website URL], by contacting class counsel at the phone numbers and email addresses listed below, by accessing the Court docket in this case, or by visiting the office of the Clerk of the Court for the Superior Court of the State of California for the County of Madera, 200 S G St, Madera, CA 93637, between 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding Court holidays. The website listed above lists key deadlines and has links to the notice, preliminary approval order, motions for preliminary and final approval and for attorneys' fees, and any other important documents in the case.

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

A hearing concerning the Settlement will be held before the Honorable Michael Jurkovich on _____, at _____, in Department 44 of the Superior Court of the State of California for the County of Madera, 200 S G St, Madera, CA 93637, to determine whether the Settlement is fair, adequate, and reasonable. The proposed Settlement will resolve all claims that were alleged or could have been alleged in the Civil Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED CLASS CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT. IN ADDITION, THIS PROPOSED SETTLEMENT RELEASES CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA"). IF YOU WERE AN HOURLY OR NON-EXEMPT EMPLOYEE OF DEFENDANTS IN CALIFORNIA WITHIN THE LIMITATIONS PERIOD FOR THE PAGA CLAIMS, YOU WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED PAGA CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT. YOU CANNOT REQUEST TO BE EXCLUDED FROM THE RELEASE OF RELEASED PAGA CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, as explained more fully below, you will be considered a Participating Class Member and will receive settlement benefits. You will also give up the right to pursue a separate legal action against The Vibra Defendants And The Gale/Realtime Defendants for the same or similar claims in this lawsuit as detailed further below in the section describing the released claims.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You have the option to pursue separate legal action against The Vibra Defendants And The Gale/Realtime Defendants with respect to the claims in this lawsuit, except for the Released PAGA Claims (defined below). If you would like to retain the option to do so, you must submit a written request to be excluded from the Class and the Settlement ("Opt Out"). If you elect to be excluded as such, you will not receive any benefits under the Settlement apart from the benefits that are allotted to you as a PAGA Aggrieved Employee, if any. As discussed below, please also be aware that the Released PAGA Claims are binding on the PAGA Aggrieved Employees regardless of whether an individual has submitted a valid request to be excluded from the Settlement and the release of the Released Class Claims. If you are a PAGA Aggrieved Employee who has requested to be excluded from the Settlement and the release of the Released Class Claims, you will still receive your Individual PAGA Payment and will still release the Released PAGA Claims.
OBJECT	To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement. You must remain a Class Member of the lawsuit to object to the Settlement.

Who is affected by this proposed Settlement?

The Court has certified the following Classes for settlement purposes:

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

All current and former non-exempt employees employed by any of the Vibra Defendants, and by the Gale/Realtime Defendants at any facilities of the Vibra Defendants, in the State of California at any time between May 24, 2018, and December 31, 2023 (the "Wage and Hour Class Period").

All current and former non-exempt employees employed by any of the Vibra Defendants, and by the Gale/Realtime Defendants at any facilities of the Vibra Defendants, in the State of California at any time between February 11, 2016, and December 31, 2023 (the "FCRA Class Period").

The Court has also approved the following "PAGA Aggrieved Employees" definition for settlement purposes: all current and former non-exempt employees employed by any of the Vibra Defendants, and by the Gale/Realtime Defendants at any facilities of the Vibra Defendants, in the State of California at any time from October 13, 2019, and December 31, 2023 (the "PAGA Period").

According to The Vibra Defendants And The Gale/Realtime Defendants' records, you are a member of the Class [and a PAGA Aggrieved Employee].

What is this case about?

Plaintiffs JASON NASR, JACK SAMONTE, GIL MICHAELI, and MYESHA WILLIAMS ("Plaintiffs" or "Class Representatives") alleged claims against The Vibra Defendants And The Gale/Realtime Defendants for: :(i) unreimbursed expenses, (ii) underpaid sick pay wages, (iii) unpaid wages and overtime, (iv) failures to provide meal and rest periods, (v) underpayment of the additional hour of regular rate wages for meal and rest period violations, (vi) untimely payment of wages, and (vii) noncompliant wage statements, in addition to class action claims under the Fair Credit Reporting Act, as well as a representative claim for penalties pursuant to the California Labor Code Private Attorney General Act of 2004, Labor Code Sections 2698, *et seq.* ("PAGA") based on the violations alleged above. Plaintiffs asserted these claims on behalf of the Class Members and PAGA Aggrieved Employees. Plaintiffs sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys' fees.

The Vibra Defendants And The Gale/Realtime Defendants deny all liability are confident that they have strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. The Vibra Defendants And The Gale/Realtime Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification or to maintain a representative action.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiffs and The Vibra Defendants And The Gale/Realtime Defendants (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of The Vibra Defendants And The Gale/Realtime Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members and PAGA Aggrieved Employees.

The Court has not ruled on the merits of Plaintiffs' claims or The Vibra Defendants And The Gale/Realtime Defendants' defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel
Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
Jose Maria D. Patino, Jr. (SBN 270194)
jose@setarehlaw.com
SETAREH LAW GROUP
420 North Camden Drive
Beverly Hills, California 90210
Telephone (310) 888-7771
Facsimile (310) 888-0109

Defense Counsel
Donald P. Sullivan
Donald.Sullivan@jacksonlewis.com
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
P: 312-255-7200; F: 312-422-1224

Carolyn B. Hall
carolyn.hall@ogletree.com
Ogletree, Deakins, Nash, Smoak & Stewart

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

Larry Lee, Esq. (SBN 228175)
DIVERSITY LAW GROUP, A P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555 telephone
(213) 488-6554 facsimile
Email: lwlee@diversitylaw.com

Carolyn Cottrell, Esq. (SBN 166977)
Schneider Wallace Cottrell Konecky LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Main Line: (415) 421 7100
Facsimile: (415) 421 7105
Email: ccottrell@schneiderwallace.com

1 Embarcadero Ctr, Ste 900,
San Francisco, CA 94111-3754
P: 415-536-3455; F: 415-442-4870

What are the Settlement terms?

Subject to the Court's final approval, the key terms of the Settlement are as follows:

Gross Settlement Amount

Subject to final Court approval, The Vibra Defendants And The Gale/Realtime Defendants will pay $4,000,000.00 (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Settlement Payments"), all attorneys' fees and expenses (including court costs) to be paid to Counsel for the Settlement Classes, any Class Representative Service Awards, settlement administration costs and expenses, and all payments to PAGA Aggrieved Employees and the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, and payroll taxes on any portion of payments to members of the Wage and Hour Class, and the PAGA Aggrieved Employees that constitute wages. In no event will The Vibra Defendants And The Gale/Realtime Defendants be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amount

The "Settlement Fund" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) the Class Representative Service Awards to the Plaintiffs in an amount up to $10,000.00 each for their services to the class as Class Representatives and individual releases for a total of $40,000.00; (2) the Settlement administration costs to the Settlement Administrator, SETTLEMENT ADMIN, currently estimated at approximately $60,000; (3) $200,000.00 for PAGA payments to the LWDA and the PAGA Aggrieved Employees ("PAGA Penalties"); and (4) Counsel for the Settlement Classes' attorneys' fees payment in an amount up to $ 1,333,333.33 and Counsel for the Settlement Classes' litigation costs payment in an amount expected not to exceed $40,000. All of these payments are subject to Court approval.

PAGA Penalties

The "PAGA Penalties" means the amount allocated to penalties to settle claims alleged under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, which is $200,000.00. 75% of the PAGA Penalties or $150,000.00 shall be paid to the LWDA and $50,000.00 shall be distributed to the PAGA Aggrieved Employees.

Settlement Share Formulas

(a) Individual Settlement Payments (to Participating Class Members from the Settlement Fund)

If you are a Class Member and do not submit a valid and timely Opt Out, you will receive an Individual Settlement Payment determined based on the number of other Class Members that do not submit a valid and timely Opt Out (the "Participating Class Members") and your Workweeks.

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

92.5% of the Net Settlement Amount shall be allocated to Settlement Class Members who are members of the Wage and Hour Class as Individual Class Payments. 15% of these Individual Class Payments for the Wage and Hour Class shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of these Individual Class Payments shall be subject to IRS Form 1099 reporting. The payment to each individual Participating Class Member will be based on their *pro rata* share of the Settlement Fund, as determined by the total number of weeks during which each Participating Class Member worked during the Wage and Hour Class Period based on The Vibra Defendants And The Gale/Realtime Defendants' records. "Total Class Workweeks" means the total number of weeks that you worked during the Wage and Hour Class Period.

According to The Vibra Defendants And The Gale/Realtime Defendants' records, you are a Class Member and you worked [dates of employment] .

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with any Individual Settlement Payment. In addition, if additional Class Members are identified, your Individual Settlement Payment may be reduced based on the above formula.

(b) Individual FCRA Payments (to the FCRA Class Members)

7.5% of the Net Settlement Amount shall be allocated to Settlement Class Members who are members of the FCRA Class as Individual Class Payments. Each Settlement Class Member who is a member of the FCRA Class shall be allocated an equal share of this allocation of the Net Settlement Amount. These Individual Class Payments shall be subject to IRS Form 1099 reporting. It is expressly acknowledged that the FCRA Class Members include a total of five (5) employees, including Plaintiff Williams, who were placed by the Gale/Realtime Defendants at facilities of the Vibra Defendants.

(c) Individual PAGA Payments (to PAGA Aggrieved Employees from 25% of the PAGA Penalties)

As noted above, the PAGA Penalties in this case are $200,000.00. $150,000.00 of the PAGA Penalties, if approved, shall be issued to the LWDA. The remaining $50,000.00 shall be paid to the PAGA Aggrieved Employees. This payment is calculated on a *pro rata* basis, based on the total number of weeks during which you were employed by Dedicated West or Expedited Solutions during the PAGA Period. As explained below, a PAGA Aggrieved Employee cannot Opt Out of the release of the PAGA Released Claims.

Pursuant to these calculations, your projected Individual PAGA Payment based on your workweeks as a PAGA Aggrieved Employee would be approximately $_____. Taxes will not be deducted from your Individual PAGA Payment. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with the PAGA Payment. In addition, if additional PAGA Employees are identified, your Individual PAGA Payment may be reduced based on the above formula.

Settlement Distribution

The Settlement Administrator shall distribute the Court-approved Individual Settlement Payments and Individual PAGA Payments by check to the last known mailing address for each Participating Class Member and PAGA Aggrieved Employee in there shall be two distributions: first, by 10 days after receiving 50% of the entire Gross Settlement Amount, the Administrator shall distribute 50% of amounts to be paid, including accrued interest; and, second, by 10 days after receiving the entire Gross Settlement Amount. To ensure that you receive all payments that may be due to you, please ensure that the contact information and mailing address on file with the Settlement Administrator is accurate:

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

[Name]
[Mailing Address]
[City, State ZIP]
[Phone Number]
[Email Address]

If any of the above is incorrect, please call the Settlement Administrator at _____ to update your contact information.

If any Individual Settlement Payment or Individual PAGA Payment check remains uncashed after 180 days from issuance, the Settlement Administrator will cancel those checks and shall pay the funds represented by such un-redeemed checks to the State of California Unclaimed Property Fund, as unclaimed property, in the name of the individual Participating Class Member and/or PAGA Aggrieved Employee. In that event, the Participating Class Member and/or PAGA Aggrieved Employee nonetheless shall be bound by the terms of the Settlement.

What claims are being released by the proposed Settlement?

Providing there is final Court approval of this Settlement, then as of the date that The Vibra Defendants And The Gale/Realtime Defendants transmits the entire Gross Settlement Amount to the Settlement Administrator, the Participating Class Members, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives, shall be deemed to have fully, finally, and forever released and discharged the Released Parties, and each of them, from all Class Released Claims.

"Releases by Settlement Class Members" means that by operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the class period facts stated in the Operative Complaint and ascertained in the course of the action, including the following claims: (i) for payment of minimum wages and overtime pursuant to California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198; (ii) for payment of sick pay wages pursuant to California Labor Code sections 201-204, 233, and 246; (iii) for failure to provide rest breaks and pay premiums for missed rest breaks in violation of California Labor Code sections 204, 223, 226.7 and 1198; (iv) for failure to provide meal breaks and pay premiums for missed meal breaks in violation of California Labor Code sections 204, 223, 226.7, 512 and 1198; (v) for failure to provide compliant wage statements in violation of California Labor Code section 226; (vi) for failure to indemnify in violation of California Labor Code section 2802; (vii) for failure to timely pay wages and final wages in violation of California Labor Code sections 201-203; (viii) for unauthorized deductions from wage payments in violation of California Labor Code section 224; (ix) for violations of California Business and Professions Code section 17200; and (x) for violations of the Fair Credit and Reporting Act. Settlement Class Members, except for the Plaintiffs, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the fair employment and housing act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the class period.

"Releases by Aggrieved Employees" means by operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, 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, the PAGA Notice, and ascertained in the course of the Action, including claims for violations of or brought pursuant to the following sections of the California Labor Code: 201-205.5, 210, 216, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 245-248.5, 256, 432.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699 and 2802.

The "Released Parties" means Defendants and their present and former parent companies, subsidiaries, divisions, related or affiliated companies, and their owners, members, shareholders, officers, directors, and successors and assigns.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?

You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. However, no settlement payments will be made unless and until the Court grants final approval of the Settlement.

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS

If you do not want to be part of the Settlement and do not want to be bound by the release of the Released Class Claims, you must submit a written request to be excluded from both (the "Opt Out") to the Settlement Administrator at the following address below, postmarked on or before [**Response Deadline**]:

SETTLEMENT ADMIN
[SETTLEMENT ADMIN to add address]

Class Members may opt out of the settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the Settlement of the wage and hour and FRCA portions of the Agreement, but not out of the PAGA Settlement.. Any Request for Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the Settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement or appeal. Such Class Member will, however, still be bound by the PAGA Settlement portions of this Agreement, including the release provisions in the Agreement. If a Class Member submits both a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection. Class Members do not have the right to opt out of the PAGA Settlement. **You cannot object to the Settlement if you submit a valid Opt Out.**

This Settlement also resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as Private Attorneys of, and for, the State of California and the LWDA. A PAGA Aggrieved Employee will be bound by the release of the Released PAGA Claims upon approval of the Settlement by the Court at the Final Fairness and Approval Hearing, regardless of whether he or she submitted an Opt Out as a Class Member, and regardless of whether he or she cashes an Individual PAGA Payment check.

TO OBJECT TO THE SETTLEMENT

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you (or your attorney) must submit a written brief or statement of objection ("Objection"). Class Members may object to the class action settlement by mailing to the Administrator an objection within 45 days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Alternatively, Class Members may appear at the final approval hearing to object to the settlement. Any Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the right to object to the terms of the PAGA settlement. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

DISPUTES AS TO WORKWEEKS ALLOCATED

If you disagree with the number of Workweeks written on this Notice of Class and PAGA Settlement, you have the option of submitting a written explanation of why you believe the Workweeks count is inaccurate. All pay period disputes will be resolved and decided by the Administrator and the Administrator's decision on all pay period disputes will be final and non-appealable. You may submit your dispute to:

SETTLEMENT ADMIN.
[SETTLEMENT ADMIN to add Address]

Docusign Envelope ID: F84F7030-0154-411A-988C-07CF4A8D7DEB

WHAT IF I DO NOTHING?

If you do nothing, you will receive an Individual Settlement Payment and Individual PAGA Payment, if applicable, should the Court grant final approval of the Settlement. If you do nothing, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims, and barred from suing Defendants or any of the Released Parties on the Released Class Claims and Released PAGA Claims.

What is the next step in the approval of the Settlement?

The Final Fairness and Approval Hearing on the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the Class Representative Service Awards to the Class Representatives, if any, the PAGA Penalties, or any other aspect of the Settlement will be held on _____, at _____, in Department 44 of the Superior Court of the State of California for the County of Madera, 200 S G St, Madera, CA 93637. The Final Fairness and Approval Hearing may be moved or continued without further notice. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment or Individual PAGA Payment. If you choose to attend the Final Approval Hearing, you may appear in person or remotely depending upon the Court's decision whether such a hearing will be held remotely or in person.

Please check the settlement website or the Court's docket to confirm that the date listed above has not changed. If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator. That website is: [settlement website URL].

How can I get additional information?

This Notice summarizes the Civil Action and the basic terms of the Settlement. More details are in the Class Action and PAGA Settlement Agreement. You may also request a copy of the Class Action and PAGA Settlement Agreement from Class/PAGA Counsel, at the address listed above. If you have questions regarding the Settlement, you may visit [settlement website URL], or you may contact the Settlement Administrator at [SETTLEMENT ADMIN phone number].

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE OR THE SETTLEMENT.