

JOINT CLASS SETTLEMENT & RELEASE AGREEMENT

This Joint Class Settlement & Release Agreement (hereafter “Agreement” or “Settlement”) is entered into by and between defendant SNAPMEDTECH, INC. doing business as SnapNurse (hereafter “Defendant”), on the one hand, and plaintiffs LISA LEPERA, MELVIN GEORGE, MAI LOR, PHUC QUAN TRAN, CANDICE RIVERA, and YESSICA CRUZ (hereafter “Plaintiffs”) acting on behalf of themselves and each member of the settlement class as defined herein, on the other hand, (collectively “the Parties”) with respect to the following five lawsuits (collectively “the Lawsuits”):

- (1) *Phuc Quan Tran v. SnapMedTech, Inc.*, Case No. 21STCV31264, currently pending in the Los Angeles County Superior Court (hereafter “Tran Action”);
- (2) *Melvin George and Mai Lor v. SnapMedTech, Inc.*, Case No. 21STCV16466, currently pending in the Los Angeles Superior County Court (hereafter “George Action”);
- (3) *Candice Rivera v. SnapMedTech, Inc.*, Case No. RG21113650, currently pending in the Alameda County Superior Court (hereafter “Rivera Action”);
- (4) *Yessica Cruz v. SnapMedTech, Inc.*, Case No. RG21114860, currently pending in the Alameda County Superior Court (hereafter “Cruz Action”); and
- (5) *Lisa Lepera v. SnapMedtech, Inc.*, Case No. 1:21-cv-00444- JLT SKO, currently pending in the United States District Court for the Eastern District of California (hereafter “Lepera Action”);

WHEREAS, the Lepera Action was filed on March 17, 2021, and the operative Second Amended Complaint asserts putative class and/or representative

claims for (1) failure to pay overtime pursuant to California Labor Code Sections 510, (2) solicitation by misrepresentation pursuant to Labor Code section 970, (3) failure to pay reporting time pay pursuant to Labor Code Section 1198, (4) unfair business practices pursuant to Business and Professions Code sections 17200, *et seq.*, (5) waiting time penalties pursuant to Labor Code Section 203, and (6) Labor Code Private Attorney General Act (“PAGA”) civil penalties for violations of Labor Code sections 201, 202, 510, 970, and 1198;

WHEREAS, the George Action was filed on April 30, 2021, and the operative First Amended Complaint asserts putative class and/or representative claims for (1) failure to pay for all hours worked pursuant to Labor Code sections 200, 223, 226, 500, 1197, and 1198, (2) failure to pay minimum wages pursuant to Labor Code sections 1194, 194.2, and 1197, (3) failure to pay overtime pursuant to Labor Code sections 200, 226, 500, 510, and 1198, (4) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512, (5) failure to authorize and/or permit rest breaks pursuant to Labor Code section 226.7, (6) failure to reimburse business expenses pursuant to Labor Code sections 2800 and 2802, (7) failure to furnish accurate wage statements pursuant to Labor Code section 226, (8) waiting time penalties pursuant to Labor Code Sections 201 and 202, (9) unfair business practices pursuant to Business and Professions Code sections 17200, *et seq.*, (10) penalties under Labor Code section 210, and (11) PAGA civil penalties for violations of Labor Code sections 200, 204, 226, 226.7, 500, 510, 512, 1194, 1182, 1182.12, 1197, 1198, 2802, and the applicable Wage Orders;

WHEREAS, the Rivera Action was filed on September 17, 2021 and the operative Complaint asserts representative claims for PAGA civil penalties for violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and the applicable Wage Orders, including but not limited to IWC Wage Order 4-2001;

WHEREAS, the Cruz Action was filed on October 1, 2021 and the operative

Complaint asserts representative claims for PAGA civil penalties for violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 226.8, 510, 512, 1194, 1197, 1198, 2802, and the applicable Wage Orders, including but not limited to IWC Wage Order 4-2001;

WHEREAS, the Tran Action was initially filed on August 24, 2021 asserting putative class claims for (1) failure to pay minimum wages pursuant to Labor Code Sections 1194, 1197, and 1197.1, (2) failure to pay overtime wages pursuant to Labor Code Section 510, (3) failure to provide meal periods, pursuant to Labor Code Sections 226.7, 512, and applicable wage order (4) failure to authorize and/or permit rest breaks pursuant to Labor Code Sections 226.7 and applicable IWC wage order, (5) failure to furnish accurate wage statements pursuant to Labor Code Section 226, (6) failure to reimburse business expenses pursuant to Labor Code Section 2802, (7) waiting time penalties pursuant to Labor Code Sections 201, 202, and 203, and (8) unfair business practices pursuant to Labor Code Sections 17200, *et seq.*;

WHEREAS, pursuant to a stipulation between the Parties, a consolidated First Amended Complaint is being filed in the Tran Action adding all putative class and representative claims asserted in the Lepera Action, the George Action, the Rivera Action, and the Cruz Action;

WHEREAS, after investigation into the merits and potential damages and penalties with respect to the claims asserted in the Lawsuits, and following arms-length settlement negotiations and a joint private mediation on February 11, 2022, the Parties have reached an agreement to settle the Lawsuits;

NOW, THEREFORE, IT IS HEREBY STIPULATED THAT, subject to Court approval of this Settlement, the Lawsuits shall be compromised and settled pursuant to the following terms and conditions:

1. Effective Date.

This Settlement shall become effective on the latest of the following dates:

(a) if no timely objections to the Settlement are filed, or if any objections which were

filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement; (b) if one or more timely objections to the Settlement are filed and not withdrawn, then the date on which the time for filing a notice of appeal of the Court's Judgment granting Final Approval of the Settlement has expired with no notice of appeal having been filed; or (c) if a notice of appeal is filed, then the date of termination of the appeal (including any requests for rehearing) resulting in the Final Judicial Approval of the Settlement (hereafter "Effective Date").

2. Settlement Class

Solely for the purpose of effectuating this Settlement, the Parties hereby stipulate to the conditional certification of the following class:

All individuals currently or formerly employed by Defendant in the State of California and classified as an hourly, piece rate or day rate non-exempt employee at any time from March 17, 2017, through April 24, 2022 (hereafter "Settlement Class").

3. Settlement Class Representatives

Solely for the purpose of effectuating this Settlement, the Parties hereby stipulate to appointment of plaintiffs LISA LEPERA, MELVIN GEORGE, MAI LOR, PHUC QUAN TRAN (collectively "Class Representatives") as the representatives of the Settlement Class.

4. Participating Individuals

"Participating Individuals" means all members of the Settlement Class who do not submit a valid letter requesting to be excluded from the Settlement consistent with the terms set forth in this Settlement. All Participating Individuals will be bound by all terms and conditions of the Settlement.

5. Settlement Administrator

The Parties designate CPT Group, Inc. (hereafter "Settlement Administrator")

to process this Settlement. The Settlement Administrator will, subject to approval by the Court, handle the administration of this Settlement including, but not limited to, distributing notice of the Settlement, processing opt- outs, objections, disputes, and inquiries regarding the Settlement, calculating and directing the disbursements of payments under the Settlement, issuing appropriate tax forms for disbursements under the Settlement, and calculating and processing required tax withholdings, if any, on such disbursements. The Settlement Administrator shall provide the Parties with weekly reports regarding the status of mailings, returns, and re-mailings, objections received, and disputes regarding the calculation of overtime hours. The Settlement Administrator shall not disburse funds except as provided herein, as ordered by the Court, or as agreed upon in writing by counsel for both Parties. All costs for the Settlement Administrator shall come out of the Gross Settlement Fund.

6. Release of Claims

a. **Class Release:** Upon Final Approval of the Settlement and the full funding of the Gross Settlement Fund, and except as to such rights or claims as may be created by this Settlement, all Participating Individuals shall release Defendant, along with any owner, member, parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors, attorneys, and healthcare facility clients thereof (collectively “Released Parties”) from all “Class Released Claims” through April 24, 2022, which are defined as: any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action, contingent or accrued, that were asserted or could have been asserted based on the facts alleged in the consolidated First Amended Complaint in the Tran Action, which includes claims for unpaid minimum or overtime wages, failure to pay for all hours worked, failure to pay reporting time pay, solicitation by misrepresentation, failure to provide meal breaks, failure to authorize and/or permit rest breaks, failure to reimburse business expenses, failure to furnish accurate wage statements, failure to timely pay wages, waiting time

penalties, unfair business practices, that were alleged or could have been alleged based on the facts of the consolidated First Amended Complaint in the Tran Action. This release also includes, but is not limited to, a release for claims brought under California Labor Code Sections 200, 201, 202, 203, 204, 210, 223, 226, 226.7, 226.8, 500, 510, 512, 558, 970, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business and Professions Code Section 17200 and the applicable Wage Order(s) under which Participating Individuals worked for Defendant.

b. **PAGA Release:** Upon Final Approval of the Settlement and the full funding of the Gross Settlement Fund, and except as to such rights or claims as may be created by this Settlement, LISA LEPERA, MELVIN GEORGE, MAI LOR, PHUC QUAN TRAN, CANDICE RIVERA, and YESSICA CRUZ, on behalf of the State of California and all members of the Settlement Class employed by Defendant in California at any time from March 24, 2020 through April 24, 2022 (hereafter “Aggrieved Employees”), shall release the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the Qualifying PAGA Pay Periods facts stated in the First Amended Complaint in the Tran Action and Plaintiffs’ PAGA Notices, which includes civil penalties for violation of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 226.8, 500, 510, 512, 558, 970, 1174, 1194, 1182, 1182.12, 1197, 1198, 2802, and the applicable Wage Order(s) (hereafter “PAGA Release”).

c. **Individual Releases by Class Representatives:** Upon Final Approval of the Settlement and the full funding of the Gross Settlement Fund, and except as to such rights or claims as may be created by this Settlement, LISA LEPERA, MELVIN GEORGE, MAI LOR, and PHUC QUAN TRAN, in their individual capacity, shall each irrevocably and unconditionally release, acquit, and discharge the Released Parties from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses

(including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which the person giving this release now has, owns, or holds, or claims to have, own or hold, or which said person at any time heretofore had, owned, or held, or claimed to have, own, or hold or which said person at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the Released Parties, arising from acts, events, or circumstances occurring on or before the Effective Date of this Settlement. The Parties acknowledge that YESSICA CRUZ AND CANDACE RIVERA are entered into private settlement agreements with Defendant. The Parties agree and acknowledge that a condition precedent of this Agreement, and the private settlement agreement with YESSICA CRUZ and CANDACE RIVERA, is that both agreements be fully executed.

As to the foregoing released claims, LISA LEPERA, MELVIN GEORGE, MAI LOR, and PHUC QUAN TRAN expressly waive the benefits of California Civil Code § 1542 which provides as follows:

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.

7. Gross Settlement Fund

No later than ten (10) court days after the Effective Date, Defendant shall pay a non-reversionary gross settlement amount of Three Million Four Hundred Thousand Dollars (\$3,400,000) (hereafter "Gross Settlement Fund") into the Settlement Administrator's Qualified Settlement Fund. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Fund, or to any earned interest thereon, once those funds are deposited into the Qualified Settlement Fund. All disbursements

shall be made from the Qualified Settlement Fund. The Gross Settlement Fund is the total and non-reversionary amount payable pursuant to this Settlement by Defendant, and includes, without limitation, attorneys' fees and costs to Plaintiffs' counsel as determined by the Court, individual settlement payments to the Settlement Class, the PAGA Payment (defined below), any service awards to the Plaintiffs as determined by the Court, and the Settlement Administrator's fees and costs. Under no circumstances shall Defendant be required to pay or contribute any monies in excess of the Gross Settlement Fund, except that Defendant is responsible for paying, with funds separate and apart from the Gross Settlement Fund, the employer's share of any federal, state and/or local payroll taxes on the portion of individual settlement payments apportioned to wages.

8. Deductions from Gross Settlement Fund

Subject to the Court's approval, the following deductions will be made from the Gross Settlement Fund:

- (1) attorneys' fees to Plaintiffs' counsel, Hayes Pawlenko LLP, Shakouri Law Firm, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Schneider Wallace Cottrell Konecky LLP (collectively "Plaintiffs' Counsel"), not to exceed \$1,133,333.33, which is one-third (1/3) of the Gross Settlement Fund (hereafter "Plaintiffs' Counsel Fees"), which shall be divided between Plaintiffs' Counsel as follows: 35% to Hayes Pawlenko LLP, 35% to Shakouri Law Firm, 15% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 15% to Schneider Wallace Cottrell Konecky LLP, and which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. These

payments of attorneys' fees shall be made within ten (10) court days after funding of the Gross Settlement Fund or as soon as reasonably practicable;

- (2) reimbursement of actual costs to Plaintiffs' Counsel not to exceed Thirty Thousand Dollars (\$30,000) (hereafter "Plaintiffs' Counsel Costs"), which shall be divided between Plaintiffs' Counsel as follows: up to \$7,000 to Hayes Pawlenko LLP; up to \$10,000 to Shakouri Law Firm; up to \$3,000 to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and up to \$10,000 to Schneider Wallace Cottrell Konecky LLP. These payments of costs shall be made within ten (10) court days after funding of the Gross Settlement Fund or as soon as reasonably practicable;
- (3) an IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.
- (4) settlement administration fees and costs to the Settlement Administrator not to exceed Forty Thousand Dollars (\$40,000) (hereafter "Settlement Administration Costs"). The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the settlement;
- (5) service awards to each of the Plaintiffs LISA LEPERA, MELVIN GEORGE, MAI LOR, CANDICE RIVERA, YESSICA CRUZ, and PHUC QUAN TRAN, not to exceed Ten Thousand Dollars (\$10,000) each (hereafter "Service Awards"), for their efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for these payments. These payments shall be made

within ten (10) court days after funding of the Gross Settlement Fund or as soon as reasonably practicable. If the Court approves Service Awards in amounts less than what Plaintiffs request, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective; and

Seventy-Two Thousand Dollars (\$72,000) from the Gross Settlement Fund will be paid in settlement of all individual and representative claims brought in the Lawsuits by or on behalf of Plaintiffs and Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”). Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Four Thousand Dollars (\$54,000.00), will be paid to the Labor and Workforce Development Agency (“LWDA”) and Twenty-Five Percent (25%), or Eighteen Thousand Dollars (\$18,000.00), will be allocated among the Aggrieved Employees as described below. The payment to the LWDA should be made within ten (10) court days after funding of the Gross Settlement Fund or as soon as reasonably practicable;

In the event the Court reduces the amount awarded as Plaintiffs’ Counsel Fees, Plaintiffs’ Counsel Costs, Settlement Administration Costs, or Service Awards, the difference shall be included in the funds available for distribution to the Settlement Class. No funds will revert to Defendant from the Gross Settlement Fund. The balance of the funds remaining after the above deductions (hereafter “Net Settlement Fund”) shall be distributed to Participating Individuals pursuant to the formula described below.

9. Formula for Determining Individual Settlement Class Payments

All Participating Individuals shall be paid a settlement award from the Net Settlement Fund. In order to receive a payment from the Net Settlement Fund, Participating Individuals need not submit a claim form, but rather, will automatically be sent an individual settlement payment. The Net Settlement Fund shall be allocated pro rata among Participating Individuals based on the number of shifts worked for Defendant in California between March 17, 2017 and April 24, 2022 (hereafter “Qualifying Shifts”). The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individual based on the following: the Net Settlement Fund shall first be divided by the total number of Qualifying Shifts worked by the Settlement Class to determine the monetary value of each Qualifying Shift. Each individual payment to a member of the Settlement Class will then be calculated by multiplying that individual’s number of Qualifying Shifts by the monetary value of each Qualifying Shift. Mathematically, an individual’s settlement payment will be calculated as follows: $(\text{Net Settlement Fund} \div \text{Qualifying Shifts of entire Settlement Class}) \times (\text{Qualifying Shifts worked by the individual}) = \text{individual settlement payment}$. When calculating the individual settlement awards to Participating Individuals following Final Approval (for purposes of preparing the individual settlement checks), the Settlement Administrator will not include members of the Settlement Class who validly request exclusion from the Settlement.

10. Formula for Determining Aggrieved Employees Share of the PAGA Payment

Aggrieved Employees under the PAGA shall receive a portion of the \$18,000 portion of the PAGA Payment payable to Aggrieved Employees (hereafter “Net PAGA Amount”) as follows: The Net PAGA Amount shall be allocated pro rata among the Aggrieved Employees based on the number of pay periods worked for Defendants between March 24, 2020, through April 24, 2022 (hereafter “Qualifying PAGA Pay Periods”). The Net PAGA Amount shall first be divided by

the total number of Qualifying PAGA Pay Periods worked by all Aggrieved Employees to determine the monetary value of each Qualifying PAGA Pay Period. Each individual payment to an Aggrieved Employee will then be calculated by multiplying that individual's number of Qualifying PAGA Pay Periods by the monetary value of each Qualifying PAGA Pay Period.

11. Taxes

The payment of Plaintiffs' Counsel Fees, Plaintiffs' Counsel Costs, Settlement Administration Expenses, PAGA Payment, and Service Awards shall be reported on an IRS Form 1099 and will not be subject to withholdings.

For the purpose of calculating applicable tax withholdings for the individual payments to members of the Settlement Class from the Net Settlement Fund, the Parties agree that any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties, and for the remainder of each individual Settlement award, forty-five percent (45%) of such payments will be treated as penalties, forty-five percent (45%) will be treated as interest, and ten percent (10%) will be treated as wages. The portion treated as wages will be subject to regular and/or applicable payroll and income tax withholdings (for the employee portion of withholdings only), and will be reported on an IRS Form W-2. The portions treated as penalties and interest will not be subject to regular and/or applicable payroll and income tax withholdings, and will be reported on an IRS Form 1099. Defendant's share of employer-side payroll taxes on the individual settlement payments will be paid by Defendant with funds separate and apart from the Gross Settlement Fund.

The Settlement Administrator shall be responsible for issuing the aforementioned tax forms, calculating applicable withholdings, and transmitting the required employee withholdings to the appropriate state and federal tax authorities. Within five days of calculating the payroll withholdings, the Settlement Administrator shall notify Defendant of the amount of employer-side payroll taxes

that Defendant will need to separately pay to the appropriate state and federal tax authorities.

In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Settlement Class members.

All individual Settlement award determinations shall be based on Defendants' timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class member is not a member of the Settlement Class, or an individual who was not previously identified as a Settlement Class member is in fact a Settlement Class member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

12. Circular 230 Disclaimer

The Parties agree that: (1) no provision of this Agreement, and no written communications or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Parties (a) have relied exclusively upon their own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) have not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) are not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax or tax penalty; and (3) no attorney or adviser to any party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

13. Settlement Approval & Notice Procedure

a. Preliminary Approval of the Settlement.

After the Parties execute this Settlement, Plaintiffs' Counsel shall submit the to the Court in the Tran Action pursuant to an Unopposed Motion for Preliminary Approval seeking (1) preliminary approval of the Settlement Agreement and its terms, (2) conditional certification of the Settlement Class, (3) approval of the proposed notice to the Settlement Class in the form attached hereto as Exhibit A (hereafter "Settlement Notice"), (4) approval of the proposed procedure for notifying the Settlement Class of the Settlement, and (5) the scheduling of a final fairness hearing. Plaintiffs' Counsel will provide Defendant's counsel with a draft of the motion for preliminary approval at least three days prior to filing the motion.

b. Notice of Settlement by Mail.

The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Settlement Class Members. No later than fifteen (15) days after the Court enters an Order granting preliminary approval of the Settlement, Defendant shall provide to the Settlement Administrator a list containing the names, last known addresses, dates of employment, social security numbers, Qualifying Shifts, and Qualifying PAGA Pay Periods, for each member of the Settlement Class (collectively "Employee Data"). Using the Employee Data, the Settlement Administrator shall calculate the estimated settlement payment to which each member of the Settlement Class is entitled pursuant to the formulas described above. Within fifteen (15) days of receipt from Defendant of the Employee Data, the Settlement Administrator shall mail the Settlement Notice, via First-Class Mail using the United States Postal Service, to the most recent address known for each member of the Settlement Class. Before mailing the Settlement Notice, the Settlement Administrator shall review the National Change of Address Registry for all members of the Settlement Class and/or conduct a skip trace to determine the most up-to-date addresses.

If any Settlement Notices are returned with a forwarding address, the Administrator shall re-mail the Settlement Notice to the forwarding address. In the event that a Settlement Notice is returned without a forwarding address, the Settlement Administrator shall, via skip-tracing, seek an address correction for such individual, and, if an updated address is identified, send the Settlement Notice to the new address within seven (7) days. The Settlement Administrator may conduct any investigation it deems economically reasonable and consistent with industry practice to determine the correct address of any member of the Settlement Class.

c. Procedure for Opting-Out of the Settlement.

Members of the Settlement Class who wish to exclude themselves from the Settlement shall mail to the Settlement Administrator, not later than forty-five (45) days after the Settlement Administrator mails the Settlement Notice (hereafter “Response Deadline”), a signed request for exclusion (“Request for Exclusion”). To be valid, the Request for Exclusion must comply with the instructions in the Class Notice and be postmarked on or before the Response Deadline. The Settlement Notice shall advise that, to be considered valid, a Request for Exclusion should: (1) include the individual’s full name and address; (2) include the last four digits of the individual’s Social Security Number; and (3) be postmarked to the Settlement Administrator by the Response Deadline, the date of which shall be stated in the Settlement Notice. The Response Deadline for Settlement Class Member to submit a Request for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Settlement Notice for all Settlement Class Members whose Notice is re-mailed. The Settlement Administrator will inform the Settlement Class Members of the extended deadline with the re-mailed Settlement Notice.

An individual who timely returns a valid Request for Exclusion will be deemed to have opted-out and will not participate in or be bound by the Settlement except that Aggrieved Employees shall remain bound by the PAGA Release and receive a share

of the Net PAGA Amount. Persons who submit a valid and timely Request for Exclusion shall not be permitted to object to the Settlement.

In the event that 100 or more of the Settlement Class Members timely return a valid Request for Exclusion, Defendant shall have the right to revoke this Agreement by providing written notice to Plaintiffs' Counsel no later than seven (7) calendar days after the Response Deadline. In that event, all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court and the Settlement Administration Costs incurred shall be split 50% to Plaintiffs and 50% to Defendant. All Parties agree that they shall do nothing to encourage, recommend, support or take any alternative action that would cause a Settlement Class Member to opt-out of or object to this Agreement, or to the private agreements entered into between Defendant, CANDICE RIVERA and YESSICA CRUZ.

d. Procedure for Objecting to the Settlement.

Members of the Settlement Class shall have until the Response Deadline to submit an objection to the Settlement. To object, an individual must mail the Settlement Administrator a written objection, postmarked on or before the Response Deadline, that must comply with the instructions in the Class Notice and state the basis for the objection and include any supporting documents. The Settlement Notice shall advise that, to be considered valid, an objection should: (1) be in writing; (2) include the objector's full name and address; (3) include the last four digits of the objector's Social Security Number; (4) state the basis for the objection and include any supporting documents; and (5) be postmarked to the Settlement Administrator by the Response Deadline, the date of which shall be stated in the Settlement Notice.

The Response Deadline for Settlement Class Member to submit an objection will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Settlement Notice for all Settlement Class Members whose Notice is re-mailed. The Settlement Administrator will inform the Settlement Class

Members of the extended deadline with the re-mailed Settlement Notice.

The Settlement Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates for each objection, within two business days of receipt. Plaintiffs' counsel shall file all objections with the Court at the time of filing a motion for final approval. The Parties and their counsel agree that they will not solicit, encourage, or advise any individuals to object to the Settlement.

Members of the Settlement Class who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the final fairness hearing in order to have their objections heard by the Court.

**e. Procedure for Disputing Qualifying Workweek/Qualifying
PAGA Pay Period Calculation.**

To the extent that any member of the Settlement Class disputes the number of workweeks that the member of the Settlement Class worked, as shown in his or her Settlement Notice, such member of the Settlement Class may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendants. Members of the Settlement Class shall have until the Response Deadline to dispute the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods allocated to them, which shall be stated in the Settlement Notice. The Settlement Administrator shall consider all such disputes, provided that, prior to the Response Deadline, the individual notifies the Settlement Administrator of the dispute and provides supporting documents. The Settlement Notice shall advise of the right to dispute the number of Qualifying Workweeks and/or Qualifying Pay Periods and shall direct such disputes be made to the Settlement Administrator by the Response Deadline, the date of which shall be stated in the Settlement Notice. After consulting with Plaintiffs' Counsel and Defendant's counsel, the Settlement Administrator shall have the authority to resolve all disputes concerning the number

of Qualifying Workweeks and/or Qualifying PAGA Pay Periods. The Settlement Administrator will notify the disputing member of the Settlement Class of the decision.

The Response Deadline for Settlement Class Member to submit a dispute regarding the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods allocated to them will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Settlement Notice for all Settlement Class Members whose Notice is re-mailed. The Settlement Administrator will inform the Settlement Class Members of the extended deadline with the re-mailed Settlement Notice.

f. Declaration of Compliance

As soon as practicable, but no later than seven (7) calendar days following the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to completion of the notice process set forth herein, including a list of the individuals, if any, who returned a timely and valid Request for Exclusion. The declaration shall be filed with the Court along with the papers requesting final approval of the Settlement.

g. Final Approval of the Settlement

Prior to the final fairness hearing, and consistent with any deadlines imposed by the Court, Plaintiffs' counsel shall file a motion for final approval of the Settlement in the Tran Action and request the entry of an order and judgment finally approving the Settlement and finally approving the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs ("Final Judgment"). Plaintiffs' counsel will provide a draft of the Unopposed Motion for Final Approval to Defendant's counsel at least three days prior to filing the motion.

14. Funding and Disbursement of Gross Settlement Fund

No later than ten (10) court days after the Effective Date, Defendant shall fund the Gross Settlement Fund by wiring Three Million Four Hundred Thousand Dollars

(\$3,400,000) to a Qualified Settlement Fund (“QSF”) that shall be set up, held and controlled by the Settlement Administrator. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. section 1.469B-1, 26CFR section 1.468B-1, et seq., and will be administered by the Settlement Administrator as such.

Within ten (10) court days after receipt of the Gross Settlement Fund, the Settlement Administrator shall distribute all payments owing under the Settlement, including (1) the individual settlement payments to all members of the Settlement Class who did not opt-out of the Settlement, (2) Plaintiffs’ Counsel Fees, (3) Plaintiffs’ Counsel Costs, (4) Service Awards, (5) the PAGA Payment, and (6) Settlement Administration Costs.

The settlement checks to Aggrieved Employees and Participating Individuals shall be valid for one hundred and eighty (180) calendar days. Any settlement checks remaining uncashed after expiration of that period shall be voided and the amount shall be deposited with the State of California Controller’s Office of Unclaimed Funds in the name of the individual to whom the settlement check had been addressed. Aggrieved Employees and Participating Individuals shall be bound by this Agreement, regardless of whether he or she cashes his or her settlement payment.

15. Dismissals Following Final Judgment

No later than twenty (20) court days after the Effective Date, the Parties shall lodge the Final Judgment entered in the Tran Action approving this Settlement with the Courts presiding over the George Action, the Rivera Action, the Cruz Action, and the Lepera Action and request dismissals of those actions in light of the Final Judgment approving this Settlement.

16. Limitations on Use of Settlement

a. No Admission

Neither the acceptance nor the performance by Defendant of the terms contained in this Agreement nor any of the related negotiations or proceedings is or

shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the truth of any allegations in any version of the Complaint.

b. No Evidentiary Use

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence in the Lawsuits or any other proceedings, except as is reasonably necessary to effectuate this Agreement's purpose and terms. This Agreement may be used by Defendant and/or the Released Parties to prove or defend against any claim released herein by any member of the Settlement Class in any judicial, quasi-judicial, administrative, or governmental proceeding.

c. Nullification

If the Court for any reason does not approve this Settlement: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, this Agreement shall be considered null and void and all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Moreover, in the event the Court does not approve this Settlement, Defendant will not be deemed to have waived, limited, or affected in any way any of its defenses in this Action. Invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

17. Miscellaneous Provisions

a. Submissions to the LWDA

At the same time as they submit this Settlement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

b. Defendants' Legal Fees

Defendant's legal fees and expenses in this Action shall be borne by Defendant.

c. Computation of Time

For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CAL. CIV. CODE PROC. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

d. Interim Stay of Proceedings

The Parties agree to hold in abeyance all proceedings in the Lawsuits, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

e. Entire Settlement Agreement

This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not

relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

f. Authorization to Enter into Settlement Agreement

The Parties warrant and represent that they are authorized to enter into this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Steven Serratore, to resolve such disagreement.

g. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of named Plaintiffs, Defendant, Participating Individuals and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant 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 rights herein released and discharged except as set forth herein.

h. Cooperation and Drafting

The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement

that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

i. Amendments or Modifications

The terms and provisions of this Agreement may be amended only by a written agreement that is signed by Plaintiffs' Counsel and Defendant's counsel. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

j. Governing Law

All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

k. Jurisdiction of the Court to Enforce Terms of Agreement

The Parties stipulate and agree that the Court will retain jurisdiction to interpret, implement and enforce the terms of this Agreement and all orders and judgments entered in connection therewith. The Parties agree to the exclusive jurisdiction of the Court to enforce the terms and conditions contained herein.

l. Enforcement Actions

In the event one or more of the Parties to this Stipulation institutes and legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs in connection with any enforcement actions.

m. No Inducements

Plaintiffs and Defendant acknowledge that they are entering into this Agreement as a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that neither Plaintiffs nor Defendant has relied on any promises, representations, or warranties regarding the subject matter hereof other than as set forth in this Agreement.

n. No Prior Assignment

The Parties hereto represent, covenant, 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 rights herein released and discharged except as set forth herein.

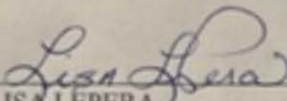
o. Counterparts

This Agreement, and any amendments hereto, if any, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original. This Agreement will become effective on the date when the last person signs and dates it.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement and have caused this Agreement to be executed by their duly authorized representatives.

PLAINTIFFS:

Date: 9/12/22


LISA LEPERA

Date: _____

MELVIN GEORGE

Date: _____

MAILOR

Date: _____

PHUC QUAN TRAN

Date: _____

CANDICE RIVERA

n. No Prior Assignment

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PLAINTIFFS:

Date: _____

Date: 9/12/2022 _____

Date: 9/13/2022 _____

Date: _____

Date: _____

LISA LEPERA

DocuSigned by:

Melvin George

E8A5DC1F1DB94F0...

MELVIN GEORGE

DocuSigned by:

[Signature]

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MAI LOR

PHUC QUAN TRAN

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PLAINTIFFS:

Date: _____

LISA LEPERA

Date: _____

MELVIN GEORGE

Date: _____

Date: Sep 12, 2022

MAI LOR

Phuc Q. Tran

Phuc Q. Tran (Sep 12, 2022 14:18 PDT)

PHUC QUAN TRAN

Date: _____

CANDICE RIVERA

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PLAINTIFFS:

Date: _____

LISA LEPERA

Date: _____

MELVIN GEORGE

Date: _____

MAI LOR

Date: _____

PHUC QUAN TRAN

Date: 09 / 13 / 2022



CANDICE RIVERA

Date: 09 / 13 / 2022



YESSICA CRUZ

DEFENDANT:

SNAPMEDTECH, INC.

Date: _____

Printed Name: _____

Title: _____

Date: _____

YESSICA CRUZ

DEFENDANT:

SNAPMEDTECH, INC.

Date: 09/13/2022



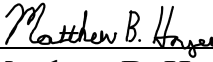
Printed Name: Amanda S. Thompson

Title: Corporate Counsel

APPROVED AS TO FORM AND CONTENT

HAYES PAWLENKO LLP

Date: September 13, 2022



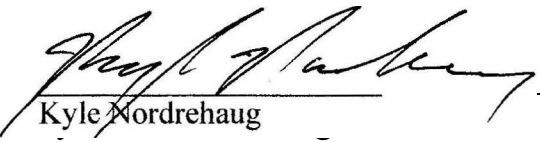
Matthew B. Hayes
Counsel for Plaintiff Lisa Lepera

SHAKOURI LAW FIRM

Date: _____, 2022

Ashkan Shakouri
Counsel for Plaintiffs Melvin George and
Mai Lor BHOWMIK DE BLOUW LLP

Date: Sept 13., 2022



Kyle Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Counsel for Plaintiff Phuc Quan Tran

**SCHNEIDER WALLACE COTTRELL
KONECKY LLP**

Date: _____, 2022

Carolyn H. Cottrell
Ori Edelstein
Philippe M. Gaudard
Counsel for Plaintiffs Candice Rivera and
Yessica Cruz

FISHER & PHILLIPS LLP

Date: _____, 2022

Lonnie Giamela
Vana Ebrahimi
Counsel for Defendant SnapMedTech, Inc.

APPROVED AS TO FORM AND CONTENT

HAYES PAWLENKO LLP

Date: _____, 2022

Matthew B. Hayes
Counsel for Plaintiff Lisa Lepera

SHAKOURI LAW FIRM

Date: 9/12, 2022

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Counsel for Defendant SnapMedTech, Inc.

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Date: _____, 2022

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Counsel for Plaintiff Lisa Lepera

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Counsel for Plaintiffs Candice Rivera and
Yessica Cruz

FISHER & PHILLIPS LLP

Date: _____, 2022

Lonnie Giamela
Vana Ebrahimi
Counsel for Defendant SnapMedTech, Inc.

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HAYES PAWLENKO LLP

Date: _____, 2022

Matthew B. Hayes
Counsel for Plaintiff Lisa Lepera

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Counsel for Defendant SnapMedTech, Inc.