

CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Coral Roper (“Plaintiff”) and Defendants Golden State Urgent Care Providers, a Medical Corporation, a California Corporation dba CareNow Urgent Care; and HCA-California Urgent Care Holdings, LLC, a Delaware Limited Liability Company dba CareNow Urgent Care (collectively “CareNow”). The Agreement refers to Plaintiff and CareNow collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against CareNow and HCA Healthcare, Inc., a Delaware corporation dba CareNow Urgent Care (collectively “Defendants”) captioned Coral Roper v. Golden State Urgent Providers dba CareNow Urgent Care, et al., Santa Clara County Superior Court Case No. 21CV386281, filed on August 27, 2021.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, estimated to be \$6,500.
- 1.4. “Class Counsel” means Hunter Pyle and Katie Fiester of Hunter Pyle Law.
- 1.5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.6. “Class Data” means Wage Statement Settlement Class Members’ and Nurse Practitioner Subclass Members’ identifying information in Defendants’ possession that is needed to administer the Settlement, including the name, last-known mailing address, Social Security number, and number of relevant Pay Periods and PAGA Pay Periods worked. The Class Data will also indicate whether an individual is a Wage Statement Settlement Class Member and/or Nurse Practitioner Subclass Member.
- 1.7. “Class Member Address Search” means the Administrator’s investigation and search for current Wage Statement Settlement Class Members’ and Nurse Practitioner Subclass Members’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator.

- 1.8. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.9. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative, Coral Roper.
- 1.10. “Class Representative Service Payment” means, in exchange for the general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.11. “Court” means the Superior Court of California, County of Santa Clara.
- 1.12. “Defendants” means named Defendants Golden State Urgent Care Providers, a Medical Corporation, a California Corporation dba CareNow Urgent Care; HCA-California Urgent Care Holdings, LLC, a Delaware Limited Liability Company dba CareNow Urgent Care; and HCA Healthcare, Inc. a Delaware corporation dba CareNow Urgent Care.
- 1.13. “Defense Counsel” means Richard J. Simmons, Jason W. Kearnaghan, Hilary A. Habib, and Melanie M. Hamilton of Sheppard, Mullin, Richter, and Hampton LLP.
- 1.14. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.
- 1.15. “Final Approval Order” or “Final Award” means the Court’s order granting final approval of the Settlement.
- 1.16. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.17. “Gross Settlement Amount” means \$250,000.00 (Two Hundred and Fifty Thousand Dollars and No Cents) which is the total gross amount CareNow agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the

Administration Expenses. CareNow will separately pay any and all employer payroll taxes required by law on the wage portions of the Individual Class Payments.

- 1.18. “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount, calculated in accordance with Paragraph 3.2.4 below.
- 1.19. “Individual PAGA Payment” means the Wage Statement or Nurse Practitioner Aggrieved Employee’s share of 25% of the PAGA Payment, calculated in accordance with Paragraph 3.2.5 below.
- 1.20. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.21. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.22. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.23. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members as Individual Class Payments.
- 1.24. “Non-Participating Class Member” means any Wage Statement Settlement Class Member or Nurse Practitioner Subclass Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.25. “Nurse Practitioner Subclass Period” means the period beginning August 27, 2017 to the date of preliminary approval of the settlement.
- 1.26. “Nurse Practitioner Subclass” or “Nurse Practitioner Subclass Member(s)” means all current and former employees whom Defendants employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California during the Nurse Practitioner Subclass Period. There are nine Nurse Practitioner Subclass Members.
- 1.27. “Nurse Practitioner Aggrieved Employee(s)” means all current and former employees whom Defendants employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California during the PAGA Period.
- 1.28. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.29. “PAGA Notice” means Plaintiff’s September 1, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), Case No. LWDA-CM-843187-21.
- 1.30. “PAGA Pay Period” means any Pay Period during which any Wage Statement Aggrieved Employee or Nurse Practitioner Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from August 27, 2020 to the date of preliminary approval.
- 1.32. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, amounting to \$10,500.00 in total, with 25% allocated to the Wage Statement and Nurse Practitioner Aggrieved Employees (\$2,625.00) and 75% to the LWDA (\$7,875.00) in settlement of PAGA claims.
- 1.33. “Participating Class Member” means a Wage Statement Settlement Class Member and/or Nurse Practitioner Subclass Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34. “Pay Period” means any pay period during which a Wage Statement Settlement Class Member worked for Defendants, for at least one day, during the Wage Statement Class Period, and/or any pay period during which a Nurse Practitioner Subclass Member worked for Defendants, for at least one day, during the Nurse Practitioner Subclass Period.
- 1.35. “Plaintiff” means Coral Roper, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.40. “Released Parties” means Defendants, and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, reinsurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies and employees thereof, common law employers, potential and alleged common

law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated companies/organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, clients and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

- 1.41. "Response Deadline" means 60 calendar days after the Administrator mails Notice to the Wage Statement Settlement Class Members, Nurse Practitioner Subclass Members and Wage Statement and Nurse Practitioner Aggrieved Employees, and shall be the last date on which Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.42. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43. "Wage Statement Class Period" means the period beginning August 27, 2020 to the date of Preliminary Approval of the Settlement.
- 1.44. "Wage Statement Settlement Class" and "Wage Statement Settlement Class Members" means all current and former employees who were employed by Defendants at CareNow Urgent Care clinics throughout the state of California during the Wage Statement Class Period.
- 1.45. "Wage Statement Aggrieved Employee" means all current and former employees who were employed by Defendants at CareNow Urgent Care clinics throughout the state of California during the PAGA Period.

2. RECITALS.

- 2.1. Plaintiff is a former employee of Defendants at some point during the Nurse Practitioner and Wage Statement Class Periods.
- 2.2. On August 27, 2021, Plaintiff filed a proposed class action alleging causes of action against Defendants for: (1) failure to pay overtime; (2) breach of contract; (3) failure to provide off-duty meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse business expenses; (6) failure to furnish adequate wage statements; (7) waiting time penalties; and (8) unlawful business practices. On November 10, 2021, Plaintiff filed an amended complaint, adding a ninth cause of action for PAGA penalties. Defendants deny the allegations in the Action, deny any failure to comply with the laws

identified in the Action, and deny any and all liability for the causes of action alleged in the Action.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on September 1, 2021.
- 2.4. On July 19, 2023, the Parties participated in an all-day mediation presided over by mediator Jeffrey Krivis, Esq., which led to this Agreement to settle the Action.
- 2.5. Prior to mediation and finalizing the Agreement, Plaintiff obtained, through informal discovery, relevant information from Defendants, including but not limited to an adequate sampling of employee time and payroll records, records relating to Plaintiff, Defendants policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc., 48 Cal.App.4th 1794, 1801 (1996) and Kullar v. Foot Locker Retail, Inc., 168 Cal.App.4th 116, 129-30 (2008) ("Dunk/Kullar").
- 2.6. The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. CareNow promises to pay \$250,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes required by law on the wage portions of the Individual Class Payments. CareNow has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Wage Statement Settlement Class Members, Nurse Practitioner Subclass Members, or Wage Statement or Nurse Practitioner Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to CareNow.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. The Class Representative Service Payment will be in addition to the Plaintiff's Individual Class Payment paid pursuant to the Settlement.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$83,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment(s) and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: A reasonable Administration Expenses Payment, as approved by the Court.

3.2.4. To Each Participating Class Member:

3.2.4.1. For each Participating Class Member, an Individual Class Payment calculated as follows:

3.2.4.1.1. Of the Net Settlement Amount, \$20,000 will be allocated to Wage Statement Settlement Class Members on a pro-rata basis as follows: (i) the number of Pay Periods they worked during the Wage Statement Class Period divided by (ii) the total number of Pay Periods worked by all Wage Statement Settlement Class Members during the Wage Statement Class Period.

3.2.4.1.2. Of the remaining Net Settlement Amount, a payment of \$500 will be paid to any Nurse Practitioner Subclass Member who received a severance payment, meal period and/or rest period premium lump sum

retroactive payment, or signed a release of liability (specifically employee IDs 10964778, 133010524, 112885113, and 21565844).

3.2.4.1.3. Of the remaining Net Settlement Amount, settlement payments will be allocated to Nurse Practitioner Subclass Members who did not receive a severance payment, meal period and/or rest period premium lump sum retroactive payment, or sign a release of liability (specifically employee IDs 41545879, 48925387, 51687280, 61186691, and 109665396) on a pro-rata basis as follows: (i) the number of Pay Periods worked during the Nurse Practitioner Subclass Period divided by (ii) the total number of Pay Periods worked by all Nurse Practitioner Subclass Members during the Nurse Practitioner Subclass Period.

3.2.4.2. Tax Allocation of Individual Class Payments. 33% of each Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 67% of each Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members as set forth in 3.2.4 above. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Wage Statement and Nurse Practitioner Aggrieved Employees: A PAGA Payment in the amount of \$10,500.00 to be paid from the Gross Settlement Amount, with 75% (\$7,875.00) allocated to the LWDA PAGA Payment and 25% (\$2,625.00) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Wage Statement and Nurse Practitioner Aggrieved Employees’ 25% share of the PAGA Payment \$2,625.00 by the total number of PAGA Period Pay Periods worked by all Wage Statement and Nurse Practitioner Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Wage Statement and/or Nurse Practitioner Aggrieved Employee’s PAGA Period Pay Periods. Wage Statement and Nurse Practitioner Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect employee privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Gross Settlement Amount. CareNow shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. If CareNow fails to fully fund the Gross Settlement Amount, this Agreement shall become null and void ab initio, the Releases of Claims as set forth below in paragraph 6 shall not have any effect, and the Judgment shall be vacated.
- 4.3. Payments from the Gross Settlement Amount. Within 15 days after CareNow funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Wage Statement Settlement Class Members, Nurse Practitioner Subclass Members, and or Wage Statement and Nurse Practitioner Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

PAGA Payments to all Wage Statement and Nurse Practitioner Aggrieved Employees including Non-Participating Class Members who qualify as Wage Statement and Nurse Practitioner Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members and Wage Statement and Nurse Practitioner Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Wage Statement Settlement Class Members, Nurse Practitioner Subclass Members and Wage Statement and Nurse Practitioner Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Wage Statement Settlement Class Member, Nurse Practitioner Subclass Member and/or Wage Statement and Nurse Practitioner Aggrieved Employees whose original check was lost or misplaced, requested by the Wage Statement Settlement Class Member or Nurse Practitioner Subclass Member prior to the void date.

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

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

6. RELEASES OF CLAIMS. As of the date of Judgment, Plaintiff, Wage Statement Settlement Class Members, Nurse Practitioner Subclass Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiff and each of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns

generally, release and discharge Released Parties, and each and all of them, from any and all claims, liabilities, causes of actions, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or her heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from conduct at CareNow Urgent Care clinics prior to Plaintiff's execution of this Agreement.

Plaintiff's released claims include, but are not limited to, claims she has or suspects she has, and include failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, bonuses, tips or commissions, payment for all hours worked, payment for off-the-clock work, payment for donning and doffing time, on call pay, time rounding claims, allowances, failure to timely pay wages, missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums, failure to provide meal periods, failure to authorize and permit rest periods and/or recovery periods, the calculation of meal period, rest period, and/or recovery period premiums, reporting time pay, sick pay, severance pay, final pay, paid leave benefits, vacation, holiday or paid time off, unauthorized deductions or garnishments, reimbursement of business expenses, regular rate claims, failure to provide accurate itemized wage statements, failure to maintain records, failure to provide suitable seating, failure to maintain temperature providing reasonable comfort, and interest, damages, and promises on any and all of the above. The Released Parties dispute such claims and have a good faith basis for believing those claims are invalid (a bona fide dispute exists), and as detailed in this Agreement, Plaintiff accepts the Service Payment, and any consideration she is entitled to as a Class Member via this Agreement, as consideration for the release of any and all undisputed claims and as a compromise and release for any and all disputed claims. Plaintiff acknowledges the payment of this compensation constitutes ample consideration, the sufficiency of which is hereby acknowledged, for Plaintiff's promises in this Agreement.

Without limiting the generality of the foregoing, and by way of example only, Plaintiff fully releases and discharges each and all of the Released Parties from any and all claims, disputes, rights, and causes of action that have been or could have been alleged against any of said Released Parties (a) in connection with Plaintiff's employment with Defendants; and (b) in connection with any and all matters pertaining to Plaintiff's alleged employment by any of the Released Parties arising from conduct at CareNow Urgent Care clinics including, but not limited to, any and all compensation, salaries, wages, meal and rest period premiums, bonuses, commissions, overtime, monies, pay, allowances, expenses, benefits, sick pay, severance pay, retention pay, or benefits, paid leave benefits, vacation, penalties, interest, damages, and promises on any and all of the above.

This Release extends to any and all claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of

1990, the Federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act ("PAGA") (to include, but not limited to, acting as a PAGA representative), the California Equal Pay Act, the California Fair Pay Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination and/or retaliation, or failure to prevent the same, on the basis of age, race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, veteran status, military status, political affiliation, failure to accommodate a disability, failure to engage in the interactive process, family care or medical leave status or the denial of family and medical care leave, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information or any other basis protected by applicable federal, state and/or local laws, regulations, rules, ordinances and/or orders, failure to pay wages due or other monies owed; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, libel, slander, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties arising from conduct at CareNow Urgent Care clinics, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have as of the date of this Agreement. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for this release to be as broad as possible. Plaintiff's Release applies to persons who are not signatories to the Agreement.

This release excludes the release of claims not permitted by law. Plaintiff's 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,

nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

To the maximum extent permitted by law, and with the exception of the instant Action, Plaintiff waives and/or hereby abandons any right or ability to be a class, collective action or PAGA representative, or to otherwise knowingly and voluntarily participate in any putative or certified class, collective, representative, or multi-party action or proceedings that cover the released claims as defined in this paragraph against the Released Parties.

Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the Securities and Exchange Commission ("SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department ("CRD"), the California Department of Fair Employment and Housing ("DFEH"), the National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the SEC, OSHA, EEOC, CRD, DFEH, NLRB or any other federal, state or local agency on Plaintiff's behalf directly from the Released Parties to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available, including a whistleblower award, or other awards or relief that may not lawfully be waived.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.1.2 Plaintiff's Waiver of Age Claims. By signing this Agreement, Plaintiff acknowledges that: she has carefully read, and understands, this Agreement; she has been given at least twenty-one (21) days to consider her rights and obligations under this Agreement; she has been and hereby is advised to consult with an attorney before signing this Agreement; she understands that this Agreement is legally binding and that by signing it she is giving up certain rights; she has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; she knowingly and voluntarily releases the Released Parties from any and all released claims she may have as described in paragraph 6.1, known or unknown, in exchange for the payments obtained by signing this Agreement, and acknowledges that these payments are in addition to any payments she would have otherwise received if she did not sign this Agreement; she understands that the

Release in this Agreement includes a waiver and release of all claims she may have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) (“ADEA”) and the Older Workers Benefit Protection Act (“OWBPA”); and she understands that this Agreement and Release does not waive any rights or claims that may arise under either the ADEA or the OWBPA after this Agreement is signed.

Plaintiff knowingly and voluntarily waives the remainder of the 21-day consideration period, if any, following the date she signs this Agreement. Plaintiff has not been asked by Defendants to shorten her time period for consideration of whether to sign this Agreement. Defendants have not threatened to withdraw or alter the benefit due to Plaintiff prior to the expiration of the 21-day period nor have Defendants provided different terms to Plaintiff because she has decided to sign this Release prior to the expiration of the 21-day consideration period. Plaintiff understands that if she waives some portion of the 21-day consideration period, Defendants may expedite the processing of benefits provided to Plaintiff in exchange for signing this Agreement.

Plaintiff agrees with Defendants that changes to this Agreement, whether material or immaterial, will not restart the running of the 21-day consideration period.

- 6.1.3 Revocation. Plaintiff understands that if she signs this Agreement, she can change her mind and has seven (7) calendar days to revoke the Agreement after signing it by providing notice to Jason W. Kearnaghan, Sheppard, Mullin, Richter & Hampton LLP, 333 South Hope Street, 43rd Floor, Los Angeles, California 90071; Fax: 213-620-1398 and/or email: jkearnaghan@sheppardmullin.com.

Plaintiff understands that this Agreement will not become effective until 12:00:01 a.m. on the eighth day after she signs it (the “Effective Date”). Plaintiff understands that if she revokes this Agreement, the entire Agreement shall become null and void and she shall not receive the Service Payment. Plaintiff understands that following the seven-day revocation period, this Agreement will be final and binding.

6.2 Release by Participating Class Members:

- (a) Wage Statement Settlement Class. As of the date of the Judgment, all participating Wage Statement Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the Wage Statement Class Released Claims. The Wage Statement Class Released Claims are specifically limited to claims arising from conduct at CareNow Urgent Care clinics throughout the state of California and include all claims asserted in the Action by Wage Statement Settlement Class Members, and all claims arising from or related to the facts and claims alleged in the Action or LWDA Letter by Wage Statement Settlement Class Members, or that could have been raised in the Action or LWDA Letter based on the facts and

claims alleged by Wage Statement Settlement Class Members, as amended, regardless of whether such claims arise under federal (including FLSA 29 U.S.C. § 201 *et seq.*), state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Wage Statement Released Claims specifically include (1) failure to furnish adequate wage statements (Labor Code § 226 (wage statement and recordkeeping penalties); Wage Order No. 4, 12 CCR § 11040); (2) unlawful business practices (Business & Professions Code §§ 17200 *et seq.*) and attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 2699(g)(1) and/or other applicable law. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any complaint on file in the Action. This release excludes the release of claims not permitted by law.

- (b) Nurse Practitioner Subclass. As of the date of the Judgment, all participating Nurse Practitioner Subclass Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the Nurse Practitioner Subclass Released Claims. The Nurse Practitioner Subclass Released Claims are specifically limited to claims arising from conduct at CareNow Urgent Care clinics throughout the state of California and include all claims asserted in the Action by Nurse Practitioner Subclass Members, and all claims alleged, arising from or related to the facts and claims alleged in the Action or LWDA Letter by Nurse Practitioner Subclass Members, or that could have been raised in the Action or LWDA Letter based on the facts and claims alleged by Nurse Practitioner Subclass Members, as amended regardless of whether such claims arise under federal (including FLSA 29 U.S.C. § 201 *et seq.*), state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Nurse Practitioner Subclass Released Claims specifically include (1) failure to pay overtime wages (Labor Code §§ 510 & 1194; Wage Order No. 4), as well as claims for unpaid wages, including failure to pay minimum wages, straight time compensation, double-time compensation and interest, and the calculation of the regular rate of pay; (2) breach of contract; (3) failure to provide off-duty meal periods (Labor Code §§ 226.7, 512, 218.6; Wage Order No. 4), as well as claims for wages, premiums, and any and all statutory remedies for missed, short, and/or late meal periods, and payment of meal period premiums at the regular rate of pay; (4) failure to authorize and permit rest periods (Labor Code § 226.7, 218.6; Wage Order No. 4), as well as claims for wages, premiums, and any and all statutory remedies for missed, short, and/or late rest periods, and payment of rest period premiums at the regular rate of pay; (5) failure to reimburse business expenses (Labor Code § 2802); (6) failure to furnish adequate wage statements (Labor Code § 226 (wage statement and recordkeeping penalties); Wage Order No. 4); (7) waiting time penalties (Labor Code §§ 201, 202, & 203); (8) unlawful business practices (Business

& Professions Code §§ 17200 et seq.) and attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5 and Labor Code §§ 203, 218.5, 226(e), 2802, 2699(g)(1) and/or other applicable law. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any complaint on file in the Action. This release excludes the release of claims not permitted by law.

- (c) Upon entry of Judgment, Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018).

6.3 PAGA Release: All Nurse Practitioner Aggrieved Employees and Wage Statement Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims (Settlement) in Sections 6.2, shall nevertheless be bound by the Released PAGA Claims set forth below and shall receive a pro rata portion of 25% of the PAGA Payment.

- (a) Wage Statement Aggrieved Employees. As of the date of the Judgment, Wage Statement Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the Wage Statement Aggrieved Employees' PAGA Claims. The Wage Statement Aggrieved Employees' PAGA Claims are specifically limited to claims arising from conduct at CareNow Urgent Care clinics throughout the state of California and include all claims asserted in the Action by Wage Statement Aggrieved Employees, and all claims arising from or related to the facts and claims alleged in the Action or LWDA Letter by Wage Statement Aggrieved Employees, or that could have been raised in the Action or LWDA Letter based on the facts and claims alleged by Wage Statement Aggrieved Employees, as amended. Wage Statement Aggrieved Employees Released PAGA Claims include violations of PAGA (Labor Code § 2698, et seq., for violations of Labor Code § 226 and attorneys' fees pursuant to Labor Code § 2699(g)(1)). Wage Statement Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.
- (b) Nurse Practitioner Aggrieved Employees. As of the date of the Judgment, Nurse Practitioner Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the Nurse Practitioner Aggrieved Employees' PAGA

Claims. The Nurse Practitioner Aggrieved Employees' PAGA Claims are specifically limited to claims arising from conduct at CareNow Urgent Care clinics throughout the state of California and include all claims asserted in the Action by Nurse Practitioner Aggrieved Employees, and all claims arising from or related to the facts and claims alleged in the Action or LWDA Letter by Nurse Practitioner Aggrieved Employees, or that could have been raised in the Action or LWDA Letter based on the facts and claims alleged by Nurse Practitioner Aggrieved Employees, as amended. Nurse Practitioner Aggrieved Employees PAGA Claims include violations of PAGA (Labor Code § 2698, et seq., for violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1194, 2800, 2802 and attorneys' fees pursuant to Labor Code § 2699(g)(1)). Nurse Practitioner Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

- 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 Santa Clara County Superior Court's current requirements for Preliminary Approvals.

Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval prior to filing. Defendants will have 5 business days to review the Preliminary Approval documents. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval. Defendants shall not oppose the Motion for Preliminary Approval provided it is consistent with the terms of this Agreement. Plaintiff will also submit this Settlement to the LWDA at the same time Plaintiff submits her Preliminary Approval Motion to the court, in conformity with Labor Code section 2699(l)(2). Plaintiff will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award) providing for an award of civil penalties in conformity with Labor Code section 2699(l)(3).

- 7.1 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members, PAGA Members, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Wage Statement Settlement Class Member and Nurse Practitioner Subclass Member, and the number of Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Wage Statement Settlement Class Member and Nurse Practitioner Subclass Member addresses using the National Change of Address database.
- 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate

or send Class Notice to Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Wage Statement Settlement Class Members' and Nurse Practitioner Subclass Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members whose notice is re-mailed. The Administrator will inform the Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Wage Statement Settlement Class Members or Nurse Practitioner Subclass Members. If the Parties agree, such persons will be Wage Statement Settlement Class Members or Nurse Practitioner Subclass Members entitled to the same rights as other Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Wage Statement Settlement Class Member, Nurse Practitioner Subclass Member, or his/her representative that includes the Settlement Class Members and/or Nurse Practitioner Subclass Members' name and a statement that they do not wish to participate in the settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Wage Statement Settlement Class Member or Nurse Practitioner Subclass Member, and the Wage Statement

Settlement Class Member's or Nurse Practitioner Subclass Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Wage Statement Settlement Class Member's or Nurse Practitioner Subclass Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Wage Statement Settlement Class Member and Nurse Practitioner Subclass Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Wage Statement Settlement Class Member and Nurse Practitioner Subclass Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Nurse Practitioner Aggrieved Employees and/or Wage Statement Aggrieved Employees are deemed to release the PAGA claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Pay Periods. Each Wage Statement Settlement Class Member and Nurse Practitioner Subclass Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members whose Class Notice is re-mailed) to challenge the number of Pay Periods and PAGA Pay Periods (if any) allocated to the Wage Statement Settlement Class Member, Nurse Practitioner Subclass Member and/or Nurse Practitioner Aggrieved Employee and/or Wage Statement Aggrieved Employee in the Class Notice. The Wage Statement Settlement Class Member, Nurse Practitioner Subclass Member, Nurse Practitioner Aggrieved Employee and/or Wage Statement Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Wage Statement Settlement Class Member, Nurse Practitioner Subclass Member, Nurse Practitioner Aggrieved Employee and/or Wage Statement Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Wage Statement Settlement Class Member's, Nurse Practitioner Subclass Member's, Nurse Practitioner Aggrieved Employee's and/or Wage Statement Aggrieved Employee's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly

provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members who have timely submitted valid Requests for Exclusion ("Exclusion

List”); (b) the names and other identifying information of Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Wage Statement Settlement Class Member and Nurse Practitioner Subclass Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. DEFENDANTS’ RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Wage Statement

Settlement Class Members and Nurse Practitioner Subclass Members, CareNow may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if CareNow withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, CareNow will remain responsible for paying all Settlement Administration Expenses incurred to that point. CareNow must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **ESCALATOR CLAUSE.** The Gross Settlement Amount is conditioned on representations made concerning the approximate number of employees employed during the Wage Statement Class Period and Nurse Practitioner Subclass Period. It was estimated for purposes of mediation that 121 Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members worked a total of approximately 2,243 Pay Periods during the Wage Statement Class Period and Nurse Practitioner Subclass Period. If this number increases by 10%, Plaintiff has the option to nullify the settlement upon ten (10) business days' notice ("Notice Period"). If Plaintiff provides such notice, CareNow shall have the option to either (a) agree to increase the Maximum Settlement Amount by a pro rata basis according to the number of additional compensable Pay Periods, or (b) agree to close the Wage Statement and/or Nurse Practitioner Subclass Class Period before the date the Pay Periods hit this 10% cap before the expiration of the Notice Period.
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Wage Statement Settlement Class Members and Nurse Practitioner Subclass 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.

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

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, Final Approval or enter

Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the 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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Notwithstanding the preceding sentences, nothing in this Paragraph is intended to interfere with or restrict Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, preparing the Motion for Preliminary Approval, communicating with Wage Statement Settlement Class and Nurse Practitioner Subclass members regarding the Settlement, and drafting and filing the Motion for Preliminary Approval.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Wage Statement Settlement Class Member or Nurse Practitioner Subclass Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members in accordance with Class Counsel's ethical obligations owed to Wage Statement Settlement Class Members and Nurse Practitioner Subclass Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the individual settlement agreement executed by CareNow and Plaintiff, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of information provided by Defendants to Class Counsel pursuant to Cal. Evid. Code §1152 unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of this information.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Hunter Pyle, Esq.
Katie Fiester, Esq.
HUNTER PYLE LAW
505 14th Street, Suite 600
Oakland, CA 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
hunter@hunterpylelaw.com
kfiester@hunterpylelaw.com

To Defendants:

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

Los Angeles, CA 90071-1422
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
rsimmons@sheppardmullin.com
jkearnaghan@sheppardmullin.com
hhabib@sheppardmullin.com
mhamilton@sheppardmullin.com

- 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.
- 13.20 Plaintiff's Review Of The Agreement. Plaintiff fully understands, acknowledges and agrees that she:
- Has been given at least twenty-one (21) days to consider this Agreement before executing it (although she may voluntarily choose to execute the Agreement earlier), and had the opportunity to consult with an attorney.
 - Has carefully read and fully understands all of the provisions of this Agreement.
 - Is, by the execution of this Agreement, waiving, releasing and forever discharging the Released Parties from all rights and claims as described in paragraph 6.1 that she has or may have against the Released Parties prior to Plaintiff's execution of this Agreement.
 - Knowingly and voluntarily agrees to all of the terms of this Agreement.
 - Knowingly and voluntarily intends to be legally bound by all of the terms of this Agreement.
 - Has a period of seven (7) days following execution of this Agreement to revoke this Agreement by providing written notice of such revocation as set forth above.
 - This Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired without Plaintiff having exercised the right of revocation. Plaintiff understands that she will relinquish any right she has to the consideration specified in this Agreement if she exercises her right to revoke it.

On Behalf of Plaintiff:

Dated: 1/18/2024 _____

DocuSigned by:

A3FF3D1CD6CD493...

Coral Roper, Plaintiff

On Behalf of Defendant HCA-California Urgent Care Holdings, LLC:

Dated: _____

Name:
Title:

On Behalf of Defendant Golden State Urgent Care Providers:

Dated: _____

Name:
Title:

APPROVED AS TO FORM & CONTENT

HUNTER PYLE LAW

Dated: 1/19/2024



Hunter Pyle
Katie Fiester

Attorneys for Plaintiff

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

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendants

Exhibit A

SANTA CLARA COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS AND PAGA REPRESENTATIVE ACTION

Roper v. Golden State Urgent Care Providers, a Medical Corporation doing business as CareNow Urgent Care, et al.

If you were employed by Golden State Urgent Care Providers, a Medical Corporation doing business as CareNow Urgent Care; HCA-California Urgent Care Holdings, LLC doing business as CareNow Urgent Care; and/or HCA Healthcare, Inc. doing business as CareNow Urgent Care at CareNow Urgent Care clinics in California, a class and representative action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Santa Clara County Superior Court has authorized this notice in the matter of *Roper v. Golden State Urgent Care Providers, a Medical Corporation doing business as CareNow Urgent Care, et al.*, Case No. 21CV386281 (the “**Action**”). This is not a solicitation from a lawyer.

- On August 27, 2021, Coral Roper (“**Plaintiff**”) filed a proposed class and representative action against **Golden State Urgent Care Providers, a Medical Corporation doing business as CareNow Urgent Care; HCA-California Urgent Care Holdings, LLC doing business as CareNow Urgent Care; and HCA Healthcare, Inc. doing business as CareNow Urgent Care** (collectively “**Defendants**,” and with Plaintiff, the “**Parties**”).
- For settlement purposes only, the Court conditionally certified the Action to be a class action on behalf of all current and former employees who were employed by Defendants at CareNow Urgent Care clinics throughout the state of California at any time between August 27, 2020 and [date of preliminary approval order] (the “**Wage Statement Settlement Class**”).
- For settlement purposes only, the Court also conditionally certified a subclass of all current and former employees whom Defendants employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California at any time between August 27, 2017 and [date of preliminary approval order] (the “**Nurse Practitioner Subclass**”).
- Plaintiff brings the following claims on behalf of Wage Statement Settlement Class Members: (1) failure to furnish adequate wage statements and (2) unlawful business practices. Plaintiff also brings a derivative claim for civil penalties under the Private Attorneys General Act (“**PAGA**”) on behalf of all current and former employees who were employed by Defendants at CareNow Urgent Care clinics throughout the state of California between August 27, 2020 and [date of preliminary approval order] (“**Wage Statement Aggrieved Employee(s)**”).
- Plaintiff brings the following claims on behalf of Nurse Practitioner Subclass Members: (1) failure to pay overtime wages; (2) breach of contract; (3) failure to provide off-duty meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse business expenses; (6) failure to furnish adequate wage statements; (7) waiting time penalties; and (8) unlawful business practices. Plaintiff also brings a derivative claim for civil penalties under PAGA on behalf of all current and former employees whom Defendants employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California between August 27, 2020 and [date of preliminary approval order] (“**Nurse Practitioner Aggrieved Employee(s)**”).
- Defendants dispute Plaintiff’s claims. Defendants expressly and specifically deny violating any laws.
- Your legal rights may be affected by this Settlement (defined below) whether you act or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before [60 days from date of notice].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	(1) Receive part of the Settlement. <i>If you do not do anything upon receipt of this notice, you will receive a sum of money based on the pay periods you worked, whether or not you worked for Defendants as a Nurse Practitioner, and the timeframe(s) during which you worked; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendants.</i>
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(2) OPT-OUT	(2) Opt-out or exclude yourself from the Settlement. <i>If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.</i>
(3) OBJECT	(3) Write to the Court about why you object to the Settlement. <i>If you object to the Settlement, you can write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.</i>

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

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You are receiving this notice because the Santa Clara County Superior Court has granted preliminary approval of a class and representative action settlement (the “**Settlement**”), and Defendants’ records indicate that you may be a member of the **[insert Wage Statement Settlement Class and/or Nurse Practitioner Subclass]**. As such, you may be eligible for compensation from this Settlement.

As a **[insert Wage Statement Settlement Class and/or Nurse Practitioner Subclass]** Member, your interests are being represented at no expense to you by Hunter Pyle and Katie Fiester of Hunter Pyle Law, P.C. (“**Class Counsel**”). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

- On August 27, 2021, Plaintiff filed a lawsuit in Santa Clara County Superior Court (“the Court”) on behalf of Wage Statement Settlement Class and Nurse Practitioner Subclass Members. Plaintiff filed a First Amended Complaint on November 10, 2021.
- In the First Amended Complaint, Plaintiff brings the following claims on behalf of Wage Statement Settlement Class Members: (1) failure to furnish adequate wage statements; and (2) unlawful business practices. Plaintiff also brings a claim for civil penalties under PAGA on behalf of Wage Statement Aggrieved Employees.
- Plaintiff brings the following claims on behalf of Nurse Practitioner Subclass Members: (1) failure to pay overtime wages; (2) breach of contract; (3) failure to provide off-duty meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse business expenses; (6) failure to furnish adequate wage statements; (7) waiting time penalties; and (8) unlawful business practices. Plaintiff also brings a claim for civil penalties under PAGA on behalf of Nurse Practitioner Aggrieved Employees.

The Parties thoroughly investigated the case. Plaintiff and Defendants were able to agree on a Settlement of the case. **Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class. Defendants expressly and**

specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Action.

On [date of preliminary approval order], the Court granted preliminary approval of the Settlement and conditionally certified the Wage Statement Settlement Class and Nurse Practitioner Subclass for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendants had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Defendants have agreed to pay \$250,000 to settle the Action (“**Gross Settlement Amount**”). The Gross Settlement Amount includes Individual Class Payments, PAGA Payments, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and Administration Expenses.

The “**Net Settlement Fund**” is the remainder of the Gross Settlement Amount after the deductions have been made for the following items: (1) up to \$83,333.33 (1/3 of the Gross Settlement Amount) for Class Counsel Fees; (2) up to \$20,000 for Class Counsel’s Litigation Expenses; (3) approximately \$6,500 for Administration Expenses; (4) \$10,500 for the PAGA Payments; and (5) up to \$10,000 to Plaintiff for serving as the class representative.

B. Who is Included in the Settlement?

- Included in the Settlement are all current and former employees who were employed by Defendants at CareNow Urgent Care clinics throughout the state of California at any time between August 27, 2020 and [date of preliminary approval order] (the “**Wage Statement Settlement Class**”); and a subclass of all current and former employees whom Defendants employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California at any time between August 27, 2017 and [date of preliminary approval order] (the “**Nurse Practitioner Subclass**”).
- The Individual PAGA Payment portion of the Settlement includes all current and former employees who were employed by Defendants at CareNow Urgent Care clinics throughout the state of California between August 27, 2020 and [date of preliminary approval order] (“**Wage Statement Aggrieved Employee(s)**”) and all current and former employees whom Defendants employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California between August 27, 2020 and [date of preliminary approval order] (“**Nurse Practitioner Aggrieved Employee(s)**”).

C. How Are Settlement Payments Calculated?

Class Members who do not submit a valid and timely written request to be excluded from the Settlement (“**Participating Class Members**”) will have their payment(s) calculated as follows:

1. Individual Class Payment to Participating Class Members:

- (a) Of the Net Settlement Amount, \$20,000 will be allocated to Wage Statement Settlement Class Members on a pro-rata basis as follows: (i) the number of pay periods worked during the Wage Statement Class Period (August 27, 2020 to [date of preliminary approval order]) divided by (ii) the total number of pay periods worked by all Wage Statement Settlement Class Members during the Wage Statement Class Period.
- (b) Of the remaining Net Settlement Amount, a payment of \$500 will be paid to any Nurse Practitioner Subclass Member who received a severance payment, meal period and/or rest period premium lump sum retroactive payment, or signed a release of liability.
- (c) Of the remaining Net Settlement Amount, settlement payments will be allocated to Nurse Practitioner Subclass Members who did not receive a severance payment, meal period and/or rest period premium lump sum retroactive payment, or sign a release of liability on a pro-rata basis as follows: (i) the number of pay periods worked during the Nurse Practitioner Subclass Period divided by (ii) the total number of pay periods worked by all Nurse Practitioner Subclass Members during the Nurse Practitioner Subclass Period (August 27, 2017 to [date of preliminary approval order]).

2. PAGA Settlement: From the \$10,500 allocated to PAGA Payments, one-quarter (25%) (\$2,625.00) shall be distributed to Wage Statement Aggrieved Employees and Nurse Practitioner Aggrieved Employee(s).

Each Individual PAGA Payment will be calculated as follows: (a) dividing the amount of the Wage Statement and Nurse Practitioner Aggrieved Employees’ 25% share of the PAGA Payment (\$2,625.00) by the total number of PAGA

Period Pay Periods worked by all Wage Statement and Nurse Practitioner Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Wage Statement and/or Nurse Practitioner Aggrieved Employee's PAGA Period Pay Periods.

The remaining three-quarters (75%) (\$7,875.00) of the PAGA Payment shall be distributed to the California Labor and Workforce Development Agency ("LWDA").

3. **Tax Treatment:** 33% of each Individual Class Payment will be designated as wages, for which you will receive a W-2 form. The remaining 67% of each Individual Class Payment will be allocated to interest and penalties for which you will receive a 1099 form. One hundred percent (100%) of the Individual PAGA Payment will be allocated to penalties for which you will receive a 1099 form.

D. Your Settlement Calculation.

Your Individual Class Payment and Individual PAGA Payment is estimated to be \$/amount/, based on the following dates of employment and whether you worked as a Nurse Practitioner as reflected in Defendants' records:

1. **Individual Class Payment:**

You are a member of the [insert Wage Statement Settlement Class and/or Nurse Practitioner Subclass].

You worked from [insert start date(s) and end date(s) of employment] for a total of [insert number of pay periods] pay periods between August 27, 2020 and [date of preliminary approval order].

You worked from [insert start date(s) and end date(s) of employment] for a total of [insert number of pay periods] pay periods between August 27, 2017 and [date of preliminary approval order] as a Nurse Practitioner.

2. **Individual PAGA Payment:** You worked from [insert start date(s) and end date(s) of employment] for a total of [insert number of pay periods] pay periods between August 27, 2020 and [date of preliminary approval order].

If you wish to dispute the number of pay periods for your Individual Class Payment or Individual PAGA Payment, you must bring the dispute to the attention of the [SETTLEMENT ADMINISTRATOR] in writing by fax [INSERT FAX], email [INSERT EMAIL], or mail [INSERT ADDRESS]. It must be postmarked no later than [60 days after notice date]. In your written notice of dispute, please provide what you believe to be the correct information along with supporting documentation, if available, to show the changes you are seeking.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, if you do not submit a request for exclusion, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the sum of any uncashed/undeposited checks shall be transmitted to the California Controller's Unclaimed Property Fund in your name.

E. Release of Claims.

1. **Wage Statement Settlement Class Release:** Upon the Final Approval of the Settlement by the Court, Plaintiff and all members of the Wage Statement Settlement Class who do not submit valid and timely requests for exclusion (described below) will be deemed to have fully released and discharged Defendants from all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been raised based on the facts and claims alleged in the Action arising from conduct at CareNow Urgent Care clinics throughout the state of California from August 27, 2020 through [date of preliminary approval order]. These claims specifically include: (1) failure to furnish adequate wage statements; and (2) unlawful business practices. These claims are referred to in this notice as the "**Wage Statement Settlement Class Released Claims.**" **Wage Statement Aggrieved Employee(s)** are also releasing related PAGA claims from August 27, 2020 through [date of preliminary approval order].

2. **Nurse Practitioner Subclass Release:** Upon the Final Approval of the Settlement by the Court, Plaintiff and all members of the Nurse Practitioner Subclass who do not submit valid and timely requests for exclusion (described below) will be deemed to have fully released and discharged Defendants from all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been raised based on the facts and claims alleged in the Action arising from conduct at CareNow Urgent Care

clinics throughout the state of California from August 27, 2017 through [date of preliminary approval order]. These claims specifically include: (1) failure to pay overtime wages; (2) breach of contract; (3) failure to provide off-duty meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse business expenses; (6) failure to furnish adequate wage statements; (7) waiting time penalties; and (8) unlawful business practices. These claims are referred to in this notice as the “**Nurse Practitioner Subclass Released Claims.**” **Nurse Practitioner Aggrieved Employee(s)** are also releasing related PAGA claims from August 27, 2020 through [date of preliminary approval order].

For more information regarding the scope of the Wage Statement Settlement Class Released Claims or Nurse Practitioner Subclass Released Claims, please read the Settlement Agreement available at [insert URL].

F. Class Counsel’s Contact Information.

The Wage Statement Settlement Class and Nurse Practitioner Subclass are represented by:

HUNTER PYLE, SBN 191125
KATIE FIESTER, SBN 301316
HUNTER PYLE LAW, P.C.
505 14th Street, Suite 600
Oakland, California 94612
Telephone: (510) 444-4400

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive an Individual Class Payment under the Settlement. If you do nothing, you will automatically be included in the Settlement and will receive an Individual Class Payment so long as the Settlement is approved and becomes Final. As set forth above, your Individual Class Payment will be based upon the *pay periods you worked, whether or not you worked for Defendants as a Nurse Practitioner, and the timeframe(s) during which you worked.*

Please keep your address current! To assist the Court and the Parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call [Administrator 800 #].

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement (“Opt-Out”). To exclude yourself from the Settlement, you must send your request for exclusion to [SETTLEMENT ADMINISTRATOR] by fax [INSERT FAX], email [INSERT EMAIL], or mail [INSERT ADDRESS]. It must be postmarked no later than [60 days after notice date].

Your request for exclusion should state your full name and a statement that you wish to be excluded from, and do not want to participate in, the Settlement. If you request exclusion, you will not be excluded from the Individual PAGA Payment. If you request exclusion, you will still receive your Individual PAGA Payment, if any, and will still be bound by the PAGA portion of the Settlement.

C. Option 3: Object to the Settlement.

Any Wage Statement Settlement Class and/or Nurse Practitioner Subclass Member who has not submitted a request for exclusion may object to the terms of the Settlement. If you choose to object, you may send written objections to the [SETTLEMENT ADMINISTRATOR] by fax [INSERT FAX], email [INSERT EMAIL], or mail [INSERT ADDRESS]. It must be postmarked no later than [60 days after notice date]. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANTS WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, on **[Final Approval Hearing Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment to Plaintiff, and Administration Expenses to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://.com>). It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

For more information on how to appear remotely, please visit the Court's website at <https://www.sccourt.org/>.

If the Court grants final approval of the Settlement, the notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://.com>).

V. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

The pleadings and other records in this Action, including the Settlement Agreement, may be examined (a) online at the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at https://www.sccourt.org/online_services.shtml or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. The Settlement Agreement will also be available on the Settlement Administrator's website specific to the case, the address for which is www..

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT NUMBER], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

THE DEADLINE FOR SUBMITTING ANY DISPUTES, REQUESTS FOR EXCLUSION, OR OBJECTIONS IS **[INSERT RESPONSE DEADLINE]. THESE DEADLINES WILL BE STRICTLY ENFORCED.**

BY ORDER OF THE COURT ENTERED ON **[PRELIM APPROVAL DATE].**