SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION

This Settlement Agreement and Release of Class Action ("Settlement Agreement") is made and entered into by: (1) Plaintiff Noemi Isabel Kiefer ("Plaintiff"), individually and in her representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Healthcare Partners Medical Group, P.C. ("Defendant" or "Healthcare Partners" or "HCPMG"). This Settlement Agreement is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever, unless the Parties agree to seek reconsideration of the ruling or agree to seek Court approval of a renegotiated agreement.

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. ACTION

"Action" shall mean the following civil action: *Noemi Isabel Kiefer v. Healthcare Partners Medical Group, P.C., et al.*, case number 22STCV31976, in the Superior Court for the State of California, County of Los Angeles.

1.2. ADMINISTRATIVE EXPENSES

"Administrative Expenses" shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are anticipated not to exceed $10,000.00.

1.3. CLAIMS

"Claims" shall mean the claims for 1. Failure to Reimburse Business Expenses in Violation of Labor Code § 2802 and 2. Unlawful and/or Unfair Business Practices in Violation of Business and Professions Code § 17200 asserted in the Action. Plaintiff alleges that individuals employed in "clinical" positions incurred unreimbursed business expenses associated with remote work during the COVID lockdown period, which terminated no later than March 1, 2021.

1.4. CLASS ATTORNEY FEES AND EXPENSES

"Class Attorney Fees and Expenses" shall mean the portion of the Gross Settlement Amount attributable to attorney fees and litigation expenses. The Parties agree that the fee portion of the Class Attorney Fees and Expenses shall be up to 30% of the Gross Settlement Amount (i.e., $22,500.00), as approved by the Court, and the award of costs and expenses shall be up to an additional $5,000.00.

1.5. CLASS COUNSEL

"Class Counsel" shall mean Nicholas W. Sarris of JML Law, a Professional Law Corporation.

1.6. CLASS MEMBER

"Class Member" shall mean any person who is a prospective member of the Settlement Class, or, if such person is incompetent or deceased, the person's legal guardian, executor, heir, or successor in-interest.

1.7. CLASS NOTICE

"Class Notice" shall mean the Class Notice Packet, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members.

1.8. CLASS PARTICIPANTS

"Class Participants" shall mean all Class Members who do not timely request exclusion from the Class Settlement.

1.9. CLASS PERIOD

"Class Period" shall mean the period from March 1, 2020 through March 1, 2021.

1.10. CLASS REPRESENTATIVE

"Class Representative" shall mean Plaintiff Noemi Isabel Kiefer.

1.11. CLASS SETTLEMENT

"Class Settlement" shall mean the settlement embodied in this Settlement Agreement, which is subject to Court approval.

1.12. COMPLAINT

"Complaint" shall mean the currently-operative complaint in the Action.

1.13. COURT

"Court" shall mean the Superior Court for the State of California, County of Los Angeles.

1.14. DEFENDANT

"Defendant" shall mean Healthcare Partners Medical Group, P.C.

1.15. DEFENSE COUNSEL

"Defense Counsel" shall mean Jonathan L. Brophy of Seyfarth Shaw LLP.

1.16. EFFECTIVE DATE

"Effective Date" means the date on which the Final Judgment approving the Class Settlement becomes final. For purposes of this Settlement Agreement, the Final Judgment shall become final upon the latest of the following:(a) if no appeal, review, or other challenge is taken from the Final Judgment, upon expiration of the time to appeal or otherwise seek review of the Final Judgment;(b) if an appeal or other review is taken, upon issuance of the remittitur or other final resolution of such appeal or review in a manner that leaves the Final Judgment approving the Class Settlement in effect; or(c) such other date as the Court may determine. For purposes of this Settlement Agreement, "Final Judgment" means the judgment entered by the Court approving and effectuating the Class Settlement in accordance with California Rule of Court 3.769(h).

1.17. FINAL APPROVAL AND FAIRNESS HEARING

"Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.18. GROSS SETTLEMENT AMOUNT

"Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling $75,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case, inclusive of the Administrative Expenses, the Class Attorney Fees and Expenses, and the Service Award.

1.19. HEARING ON PRELIMINARY APPROVAL

"Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary approval of the Class Settlement.

1.20. SERVICE AWARD

"Service Award" shall mean any additional monetary payment provided to the Class Representative for his efforts and risks on behalf of the Settlement Class in this Action.

1.21. INDIVIDUAL SETTLEMENT AMOUNT

"Individual Settlement Amount" shall mean the amount which is ultimately distributed to each Class Participant.

1.22. NET SETTLEMENT AMOUNT

"Net Settlement Amount" shall mean the Gross Settlement Amount minus: Administrative Expenses; Class Attorney Fees and Expenses; and Plaintiff's Service Award.

1.23. OPT OUT

"Opt Out" shall refer to the process of submitting a timely and valid request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.24. OPT-OUTS

"Opt-Outs" shall mean all persons who timely and validly request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.25. PARTIES

"Parties" shall mean Plaintiff and Defendant.

1.26. PLAINTIFF

"Plaintiff" shall mean Plaintiff Noemi Isabel Kiefer.

1.27. PRELIMINARY APPROVAL DATE

"Preliminary Approval Date" shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.28. RELEASED CLAIMS

"Released Claims" shall mean the claims set forth in the Action for 1. Failure to Reimburse Business Expenses in Violation of Labor Code § 2802, 2. Unlawful and/or Unfair Business Practices in Violation of Business and Professions Code § 17200; and against Defendant that were or could have reasonably been alleged based upon the facts pleaded in the Action to commencing the Action, irrespective of theory of recovery. The Released Claims here are limited to the factual predicates set forth in Plaintiff's operative Complaint.

No other claims are released other than those claims for 1. Failure to Reimburse Business Expenses in Violation of Labor Code § 2802, 2. Unlawful and/or Unfair Business Practices in

Violation of Business and Professions Code § 17200, specifically pled in the Complaint based on the facts alleged, or otherwise specifically identified herein.

This Settlement Agreement will not release any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

Plaintiff specifically releases her individual claims under her First Cause of Action for "Failure to Reimburse Business Expenses In Violation of Labor Code § 2802", and her Second Cause of Action for "Unlawful and/or Unfair Business Practices in Violation of Business & Professions Code §§ 17200 et. seq." Plaintiff does not release her Third Cause of Action under PAGA. Instead, Plaintiff shall dismiss the Third Cause of Action without prejudice pursuant to Section 5.4.

Plaintiff does not release any of her remaining claims in the action, specifically, her Fourth Cause of Action for "Disability Discrimination in Violation of Government Code § 12940 et. seq. (FEHA)", her Fifth Cause of Action for "Retaliation in Violation of the FEHA", her Sixth Cause of Action for "Failure to Prevent Discrimination In Violation of the FEHA", her Seventh Cause of Action for "Failure to Engage In The Interactive Process," her Eighth Cause of Action for "Failure to Provide Reasonable Accommodations in Violation of the FEHA," and her Ninth Cause of Action for "Wrongful Termination in Violation of Public Policy."

Notwithstanding the foregoing, Plaintiff's individual claims that are expressly excluded from the Released Claims are not released, resolved, adjudicated, or otherwise affected by this Settlement Agreement and shall remain pending in the Action. The Final Judgment entered in connection with the Class Settlement shall apply only to the Class Settlement and the Released Claims and shall not constitute a judgment upon, dismissal of, or other disposition of Plaintiff's claims that are expressly excluded from the Released Claims.

1.29. RELEASED PARTIES

"Released Parties" shall mean Defendant and all of its subsidiaries, parents, affiliates, shareholders, members, agents, predecessors, officers, directors, successors, and

assigns, including Optum Care Services Company, which was originally named as a defendant in the Action.

1.30. RELEASING PARTIES

"Releasing Parties" shall mean every Class Participant, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

1.31. RESPONSE DEADLINE

"Response Deadline" means the date forty-five (45) days after the Settlement Administrator first mails the Class Notice Packets to the Class Members, subject to Section 14.8. Notwithstanding the foregoing, solely with respect to a Class Member whose Class Notice Packet is re-mailed pursuant to Section 8.3, that Class Member's Response Deadline shall be the later of (a) the Response Deadline applicable to the Class generally or (b) fourteen (14) calendar days after the date on which the Settlement Administrator re-mails the Class Notice Packet to that Class Member. Any such extension shall apply only to the Class Member whose Class Notice Packet was re-mailed and shall not extend or otherwise affect the Response Deadline applicable to any other Class Member or the date of the Final Approval and Fairness Hearing.

1.32. SETTLEMENT ADMINISTRATOR

"Settlement Administrator" shall mean Simpluris (or other administrator agreed on by the parties) which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

1.33. SETTLEMENT CLASS

"Settlement Class" shall mean Plaintiff and all other individuals who are or were employed by Defendant as clinicians, who worked remotely for at least one pay period during the Class Period. The Class is estimated to include 693 Settlement Class Members. The Settlement Class Members are estimated to have collectively worked a total of approximately 8,316 months during the Class Period.

2. FACTUAL AND PROCEDURAL BACKGROUND

2.1. PLAINTIFF'S CLAIMS

Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the State of California, has alleged the following violations:

1. Failure to Reimburse Business Expenses in Violation of Labor Code § 2802, 2. Unlawful and/or Unfair Business Practices in Violation of Business and Professions Code § 17200; and 3. Private Attorneys General Act (PAGA) Claim for Civil Penalties (Labor Code §§ 2698 et seq.)

Plaintiff asserts that individuals in "clinical" positions who worked remotely during the COVID lockdown period were not reimbursed for certain business expenses such as home internet.

2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND SETTLEMENT

The Parties have conducted significant formal discovery during the prosecution of the Action. Class Counsel and the Class Representative have vigorously prosecuted this case, and Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of the claims of the Class Representative and of the defenses to them. After such discovery, investigation, and prosecution, the Parties reached a settlement in principle, the terms of which are elaborated in this Settlement Agreement.

2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF CLASS SETTLEMENT

The discovery conducted and motion practice conducted in this matter, as well as discussions between counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their positions and to evaluate the value of the claims of the Settlement Class. The discovery conducted and motion practiced conducted in this Action are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

The Class Representative and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, the Class Representative and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as

well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action.

The Class Representative and Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff and the Class Members.

2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY

Defendant has denied and continues to deny all allegations, claims, and contentions alleged by Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant contends that it complied with California wage and hour laws and has dealt legally and fairly with Plaintiff and the Class Members.

Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of their personnel with respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

2.5. INTENT OF THE CLASS SETTLEMENT

The Class Settlement set forth herein is intended to achieve the following:(1) entry of an order finally approving the Class Settlement as fair, reasonable, and adequate;(2) entry of Final Judgment approving and effectuating the Class Settlement in accordance with California Rule of Court 3.769(h); (3) the Court's retention of jurisdiction over the Parties for purposes of enforcing the Final Judgment and the terms of this Settlement Agreement; and(4) the release and discharge of the Released Parties from liability for the Released

Claims in accordance with the terms of this Settlement Agreement. The Class Settlement is not intended to result in dismissal of the Action following entry of Final Judgment, and does not resolve or otherwise affect any claims expressly excluded from the Released Claims.

3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns. The certification of the Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for class treatment or representative action treatment of any of the claims in the Action.

In the event that the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or in any other action which have been, are or can be, satisfied. Further, if the Effective Date is not reached, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

4. APPOINTMENT OF CLASS COUNSEL

For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree to the appointment of Class Counsel as counsel for the Class and the effectuation of the Class Settlement pursuant to this Settlement Agreement.

5. CONSIDERATION

5.1. SETTLEMENT AMOUNT

The Parties agree to settle this Action for the Gross Settlement Amount of $75,000.00. There shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate consideration for the Class Settlement and will be made in full and final settlement of: the Released Claims, the Class Attorney Fees and

Expenses, Administrative Expenses, the Service Award, and any other obligation of Defendant under this Settlement Agreement.

After the Court issues an order preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement, which shall identify the Class Member, the number of months worked by each Class Member ("Months"), as well as the estimated amount of the Individual Settlement Amount the Class Member can expect to receive once the Class Settlement becomes effective on the Effective Date based on the settlement formula contained herein. Class Members shall be given the opportunity to challenge their Months information.

5.2. SERVICE AWARD FOR PLAINTIFF

Plaintiff may petition the Court to approve an Service Award in an amount up to $2,000.00 for Noemi Isabel Kiefer to acknowledge her efforts on behalf of the Settlement Class in this Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for a Service Award in such an amount. Any Service Award approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled as a Class Participant. Any Service Award approved by the Court shall not be considered wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Service Award approved by the Court and shall hold Defendant harmless from all liability with regard thereto. The amount of the Service Award approved by the Court is not a material term of this Agreement. The approval of an amount less than requested by Plaintiff, does not give rise to a basis to abrogate this Agreement or appeal the Court's approval of the settlement.

5.3. PAYMENT TO CLASS PARTICIPANTS

Each Class Participant shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of months worked by the Class Members during the Class Period as a proportion of all months worked by all Class Members. Each Class Participant, including Plaintiff, shall be responsible for the payment of the taxes required with respect to his or her Individual Settlement Amount and shall hold Defendant harmless from any and all liability with regard thereto.

5.4. DISMISSAL OF PAGA CLAIM WITHOUT PREJUDICE

Plaintiff's Third Cause of Action for civil penalties under the Private Attorneys General Act of 2004), Labor Code sections 2698 et. seq., ("PAGA") is not being settled, compromised, or released by this Settlement Agreement.

Plaintiff shall request dismissal, without prejudice, of her Third Cause of Action for civil penalties under PAGA within five (5) business days after the Effective Date. Plaintiff shall provide the Company with a conformed copy of the dismissal and, to the extent required by law, Plaintiff shall provide notice of the dismissal to the California Labor and Workforce Development Agency (LWDA).

5.5. COVENANT NOT TO SUE

Plaintiff agrees not to re-file the dismissed PAGA claim. Plaintiff also agrees never to sue the Company or any Releasee as a private attorney general for a claim arising out of or related to any of the claims released herein, whether on an individual or representative basis. Plaintiff waives her right to seek to be appointed as a private attorney general to sue any Releasee for (i) a PAGA claim arising out of or related to the claims released, whether allegedly suffered by her or by other individuals and (ii) any other to claims that arise out of or are related to any claim asserted in the Action. Plaintiff further agrees not to commence, file, or join, as a party or named plaintiff, any lawsuit, arbitration, or other proceeding against the Company or any Releasee asserting any claim released under this Settlement Agreement.

5.6. NO PAGA ALLOCATION

No portion of the Gross Settlement Amount is allocated to the PAGA claim or to PAGA civil penalties and neither the California LWDA nor any allegedly aggrieved employee shall provide a release of any PAGA claim pursuant to this Settlement Agreement.

5.7. TAX TREATMENT AND PAYMENT

For the purpose of calculating Taxes and Required Withholding for the Individual Settlement Amounts for Class Participants (including any payments to the Class Representative but exclusive of his Service Award), the Parties agree that 100% of each Individual Settlement Amount shall constitute payment for disputed claims of reimbursement, penalties, and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). The Parties understand that Plaintiff and the Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other individual tax obligations.

5.8. CLASS ATTORNEY FEES AND EXPENSES

As part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed 30% of the Gross Settlement Amount (i.e., $22,500.00) and the award of costs and expenses up to an additional $5,000.00. Defendant agrees to not object to any such fee, cost, or expense application in those amounts.

As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; **(c)** all work performed and to be performed in connection with the Class Settlement through the Effective Date, entry of Final Judgment approving the Class Settlement, and completion of the administration and implementation of the Class Settlement; and **(d)** may be based on the "catalyst theory" and/or the "common fund doctrine."

The amount of Class Attorney Fees and Expenses approved by the Court is not a material term of this Agreement. The approval of an amount less than requested by Plaintiff, does not give rise to a basis to abrogate this Agreement.

6. SETTLEMENT ADMINISTRATION

All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, establishing a Qualified Settlement Fund, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, and calculating, administering and distributing Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is not expected to exceed $10,000.00.

The amount of the Settlement Administration Expenses approved by the Court is not a material term of this Agreement. The approval of an amount less than requested by Plaintiff, does not give rise to a basis to abrogate this Agreement or appeal the Court's approval of the settlement.

7. PAYMENT BY DEFENDANT

Defendant shall deposit the Gross Settlement Amount in a lump sum payment to the Settlement Administrator within twenty (20) days of the Effective Date. In no event shall Defendant be obligated to pay or deposit with the Settlement Administrator more than $75,000.00, except where the Escalator Provision is triggered.

8. NOTICE TO CLASS MEMBERS AND SETTLEMENT ADMINISTRATION PROCESS

8.1. THE SETTLEMENT ADMINISTRATOR

The Settlement Administrator will be responsible for: establishing a Qualified Settlement Fund; mailing the Class Notice Packet (**Exhibit 1**) to Class Members; posting notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries from Class Members concerning the Class Notice; determining Individual Settlement Amounts; maintaining the settlement funds in an appropriate interest-bearing account; preparing, administrating, and distributing Individual Settlement Amounts to Class Participants; issuing a final report and performing such other duties as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document preparation and reporting, including state and federal tax forms, if any.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel with summary information updating them as to the number of validated and timely objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel with proof of mailing of the Class Notice, without listing individual Class Member names which the Settlement Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's Final Approval and Fairness Hearing.

No later than seven days prior to the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary information regarding: **(a)** the total amount of final Individual Settlement Amounts of each Class Participant, without any identifying personal information; **(b)** the number of Class Participants to receive such payments, and **(c)** the final number of Opt-Outs and objections.

Administrative Expenses are not anticipated to exceed $10,000.00. Prior to the calculation and distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the total Administrative Expenses through the conclusion of their services and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement Amounts.

8.2. NOTICE TO CLASS MEMBERS

Notice shall be provided to Class Members in the following manner: Within twenty days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with an updated list of Class Members containing names, social security numbers, dates of employment, last-known addresses, and phone numbers (the "Database"). The Database shall be marked "Confidential – Settlement Administrator's and Attorneys' Eyes Only."

Within twenty-eight days of the receipt of the Database, the Settlement Administrator shall determine the number of Months worked by each Class Member within the Class Period, populate the data for each Class Member accordingly, and send each Class Member the Class Notice Packet via first-class, United States mail. The Class Notice Packet shall also contain an easily-understood statement alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing and waiving all Released Claims against the Released Parties.

The Class Notice will inform Class Members of their estimated Individual Settlement Amount and the number of Months they worked during the Class Period. Class Members may dispute their Individual Settlement Amount by submitting information to the Settlement Administrator no later than forty-five days after being mailed the Class Notice by the Settlement Administrator, which is the defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and Defendant to resolve the dispute in good faith. If Plaintiff and Defendant cannot agree as to the proper Individual Settlement Amount, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant's records.

Notwithstanding the foregoing, a Class Member whose Class Notice Packet is re-mailed pursuant to Section 8.3 may submit any dispute concerning the Class Member's Months or estimated Individual Settlement Amount on or before that Class Member's individualized Response Deadline determined pursuant to Sections 1.32 and 8.3. Any such individualized extension shall not extend the Response Deadline applicable to any other Class Member or any other deadline under this Settlement Agreement.

8.3. OPT-OUT PROCEDURE

Class Members who do not timely Opt Out of the Class Settlement shall become Class Participants without having to submit a claim form or take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter to the Settlement Administrator by the Response Deadline. The Opt Out request must set forth the Class Member's name and last four digits of the Class Member's Social Security Number to Opt Out of the settlement. No Individual Settlement Amounts will be paid to Class Members who Opt Out of the Settlement. Any funds associated with Class Members who Opt Out shall remain in the Net Settlement Amount for distribution to Class Participants.

Any Opt Out request that is not postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline, any Class Notice mailed to a Class Member is returned as having been undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Members, and a second Class Notice will be sent to any new or different address obtained.

It will be presumed that, if an envelope containing the Class Notice has not been returned within twenty-eight (28) days of the mailing, the Class Member received the Class Notice. At least seven (7) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members to whom the Class Notice was sent and the number of Class Members to whom the Class Notice was not delivered, as well as information relating to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

If the Settlement Administrator determines that an Opt Out request returned by a Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify whether the Class Member intended to Opt Out of or object to the Settlement. If the Class Member fails to cure the deficiency, the Opt Out request shall be disregarded and the claim will be paid, and the Class Member will become bound by the judgment.

Class Participants will be bound by the Released Claims set forth in this Settlement Agreement.

RETURNED AND RE-MAILED CLASS NOTICE PACKETS. If a Class Notice Packet is returned as undeliverable on or before twenty-one (21) calendar days before the Final Approval and Fairness Hearing, the Settlement Administrator shall perform reasonable address verification or skip-tracing efforts to determine whether a more current mailing address is available for the Class Member. If a more current address is identified, the Settlement Administrator shall promptly re-mail the Class Notice Packet to that address.

A Class Member whose Class Notice Packet is re-mailed pursuant to this Section shall have until the later of (a) the Response Deadline applicable to the Class generally or (b) fourteen (14) calendar days after the date of re-mailing to submit a request for exclusion, an objection to the Class Settlement, or a dispute concerning the Class Member's Months or estimated Individual Settlement Amount.

The Settlement Administrator shall have no obligation to conduct additional address verification or re-mail a Class Notice Packet that is returned as undeliverable after twenty-one (21) calendar days before the Final Approval and Fairness Hearing.

Any extension arising from the re-mailing of a Class Notice Packet shall apply solely to the Class Member whose Class Notice Packet was re-mailed. No such re-mailing or individualized extension shall extend or otherwise affect (i) the Response Deadline applicable to any other Class Member; (ii) any other class-wide deadline established by this Settlement Agreement or Court order; or (iii) the date of the Final Approval and Fairness Hearing.

8.4. OBJECTION PROCEDURE

The Class Notice shall inform the Class Members of their right to object to the Class Settlement. Any Class Member who wishes to object to the Class Settlement must submit a written objection via email, facsimile, or mail to the Claims Administrator no later than the Response Deadline. Only Class Participants may object to the Settlement. The objection must state whether it applies only to the objector, to a specific subset of the Class, or the entire Class, and also state with specificity the grounds for the objection.

If any Class Member or objector wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, they do not need to file a notice of intention to appear. All objections will be scanned into the electronic case docket, and the Parties will receive electronic notices of filings.

Notwithstanding the foregoing, a Class Member whose Class Notice Packet is re-mailed pursuant to Section 8.3 may submit an objection on or before that Class Member's individualized Response Deadline determined pursuant to Sections 1.32 and 8.3. Any such

individualized extension shall not extend the deadline applicable to any other Class Member or affect the date of the Final Approval and Fairness Hearing.

8.5. NOTICE OF FINAL JUDGMENT

Within ten (10) days after the Court has entered a final order certifying the Class for settlement purposes only and approving the Class Settlement and has entered judgment, the Settlement Administrator will give notice of judgment to Class Members by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

9. CLASS SETTLEMENT FUNDING AND DISTRIBUTION

9.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

The claims of all Class Members are settled for the Gross Settlement Amount of $75,000.00, which will be allocated as follows:

1. The Administrative Expenses, not to exceed $10,000.00;

2. Class Counsel's attorney fees not to exceed $22,500.00;

3. Class Counsel's litigation costs and expenses not to exceed $5,000.00; and

4. The Service Award, not to exceed $2,000.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

9.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR CLASS PARTICIPANTS

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a "checks cashed" basis based on the proportional number of Months worked by each Class Participant during the Class Period.

Defendant will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of Months for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendant shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other

payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of taxes, and shall have no liability for any errors made with respect to such taxes. Plaintiff and Class Participants represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts and Service Award.

9.3. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES

The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court to Class Counsel no later than thirty-five (35) days after the Effective Date, provided that under no circumstances shall such payment be distributed before the Settlement Administrator has mailed the Individual Settlement Amounts to Class Participants pursuant to Section 9.5.

9.4. TIME FOR PAYMENT OF SERVICE AWARD

The Settlement Administrator shall distribute to Plaintiff the Service Award approved by the Court no later than thirty-five (35) days after the Effective Date, provided that under no circumstances shall such payment be distributed before the Settlement Administrator has mailed the Individual Settlement Amounts to Class Participants pursuant to Section 9.5.

9.5. TIME FOR PAYMENT OF INDIVIDUAL SETTLEMENT AMOUNTS

The Settlement Administrator shall make every effort to mail the Individual Settlement Amount to each Class Participant, by first-class United States mail, to their last-known address no later than thirty (30) days after the Effective Date. If the Settlement Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which the Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class Participants until all Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the remaining monetary obligations have been calculated and accounted for. In no event shall the Settlement Administrator distribute any Class Attorney Fees and Expenses to Class Counsel or any Service Award to Plaintiff before the Settlement Administrator has mailed all Individual Settlement Amounts to Class Participants. Payment of the Individual Settlement Amounts to Class Participants shall occur before any distribution of Class Attorney Fees and Expenses or the Service Award.

Within one hundred eighty (180) days of mailing the Individual Settlement Amounts to Class Participants, the Settlement Administrator shall file with the Court and provide to Class Counsel a declaration of payment. In the event that any Class Participant is deceased, payment shall be made payable to the estate of that Class Participant and

delivered to the executor or administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

9.6. NON-CASHED SETTLEMENT CHECKS

Any funds associated with checks that have not been cashed within one hundred eighty (180) days, will become void and the Individual Settlement Amounts associated with the uncashed checks will sent to the State of California Unclaimed Property Fund.

9.7. DISPUTES REGARDING CLASS PARTICIPANT MONTHS DATA OR PAYMENT OF INDIVIDUAL SETTLEMENT SHARES

The months worked by a Class Participant during the Class Period and the corresponding Individual Settlement Amount shall be calculated using the pay records of Defendant, which presumptively shall be deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome that presumption, any Class Participant objecting to the accuracy of the number of months or amount of the Individual Settlement Amount must submit documentary evidence to the Settlement Administrator.

Each Class Participant may dispute the number of months worked during the Class Period, or their estimated Individual Settlement Amount contained on their Class Notice ("Months Dispute"). Any such Months Dispute must be mailed or faxed to the Settlement Administrator by the Class Participant, postmarked or fax-stamped on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for Defendant, shall inform Class Counsel of the dispute, and shall immediately attempt to resolve all such disputes directly with relevant Class Participants with the assistance of Defendant, Defense Counsel, and Class Counsel.

If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision. Settlement Class Member disputes to Individual Settlement Amounts that are submitted within twenty-one (21) days prior to the Final Approval hearing will be resolved prior to that hearing. Any disputes not submitted by this deadline shall be deemed waived.

Notwithstanding the foregoing, a Class Member whose Class Notice Packet is re-mailed pursuant to Section 8.3 may submit a dispute concerning the Class Member's Months or estimated Individual Settlement Amount on or before that Class Member's individualized Response Deadline determined pursuant to Sections 1.32 and 8.3. Any such individualized extension shall apply only to that Class Member and shall not affect the Response Deadline applicable to any other Class Member or the date of the Final Approval and Fairness Hearing.

9.8. POST-DISTRIBUTION ACCOUNTING

Within twenty-one (21) days after the distribution of any remaining funds to the State of California Unclaimed Property Fund, Plaintiff will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the date on which distribution was made, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks cashed, the number and value of checks not cashed, the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

10. NULLIFICATION OF THIS SETTLEMENT AGREEMENT

10.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT

The Class Settlement and conditional class certification shall be considered null and void, and neither the Class Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with the Court, if any of the following occur: **(a)** the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties; **(b)** the Court should for any reason fail to enter a Final Judgment approving and effectuating the Class Settlement in accordance with the terms of this Settlement Agreement and California Rule of Court 3.769(h); or **(c)** the approval of the Class Settlement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

10.2. PARTIES' RIGHTS TO VOID CLASS SETTLEMENT; ESCALATOR PROVISION

If 5% or more members of the Settlement Class timely submit Opt Out requests, Defendant shall have the right (but not the obligation) to void this Settlement Agreement and Defendant shall pay any administrative costs incurred by the Settlement Administrator. This Settlement was entered into based on Defendant's representation that there were 693 Settlement Class Members who worked 8,316 months in the Class Period. If the total number of Settlement Class Members or total months worked increases by more than 10% as of the preliminary approval, then Plaintiff has the option to withdraw from the Settlement unless Defendant agrees to proportionally increase the Gross Settlement

Amount for any Settlement Class Members on a pro rata basis above the 10% threshold. For example, if the total number of Settlement Class Members or total months worked increased by 14%, the Gross Settlement Amount would increase by 4%.

10.3. INVALIDATION

Invalidation of any material portion of this Settlement Agreement shall invalidate the Class Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Class Settlement are to remain in full force and effect.

10.4. STAY ON APPEAL

In the event of a timely appeal from the approval of the Class Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

11. MOTIONS FOR COURT APPROVAL

11.1. PRELIMINARY APPROVAL

On September 8, 2026, Class Counsel will submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class Settlement. Class Counsel shall provide a draft of the Motion for Preliminary Approval to Defense Counsel at least three (3) business days prior to submission. Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a timely fashion.

11.2. FINAL APPROVAL

The Final Approval and Fairness Hearing shall be held before the Court on February 19, 2027. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and approving the Class Settlement as being fair, reasonable, and adequate to the Class Participants, and for entry of Final Judgment approving and effectuating the Class Settlement in accordance with California Rule of Court 3.769(h). The proposed Final Judgment shall provide for the Court's continuing jurisdiction over the Parties for purposes of enforcing the Final Judgment and the terms of this Settlement Agreement. Neither the final approval order nor the Final Judgment shall provide for dismissal of the Action, and the Final Judgment shall not adjudicate, dismiss, release, or otherwise dispose of Plaintiff's claims that are expressly excluded from the Released Claims. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

12. RELEASES AND WAIVERS

12.1. RELEASE OF CLAIMS BY SETTLEMENT CLASS

Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant will be bound by the release of Released Claims and the terms of the final judgment . Class Participants will be deemed to have acknowledged and agreed that their claims for reimbursement, interest and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes full payment of all sums allegedly due to them.

Nothing in this Section releases, waives, compromises, or otherwise resolves any PAGA claim or claim for PAGA civil penalties. Plaintiff's Third Cause of Action under PAGA shall instead be dismissed without prejudice pursuant to Section 5.4.

12.2. CIRCULAR 230 DISCLAIMER

Each party to this Settlement Agreement (for purposes of this section, the "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that **(1)** no provision of this Settlement Agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, **(b)** has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and **(c)** is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and **(3)** no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

13. DUTIES OF THE PARTIES

13.1. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by court order or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Settlement Agreement.

13.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT

The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral attack.

13.3. DUTIES PRIOR TO COURT APPROVAL

Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a preliminary order scheduling a hearing on the question of whether the proposed Class Settlement should be preliminarily approved as fair, reasonable, and adequate as to the Class Members, approving as to form and content the proposed Class Notice Packet attached hereto as **Exhibit 1**, and directing the mailing of the Class Notice to Class Members. While Defendant can reserve its right to object to facts or assertions made in the moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for preliminary approval or Class Counsel shall note that the motion is unopposed.

14. MISCELLANEOUS PROVISIONS

14.1. VOIDING THIS SETTLEMENT AGREEMENT

Pending Court approval and other than as provided herein, if any of the conditions set forth in this Settlement Agreement are not met and satisfied, or if the Court requires a change to a material term of the Settlement Agreement, this Settlement Agreement shall, at the option of either Plaintiff or Defendant, be ineffective, void, and of no further force and

effect, and shall not be used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum. If either Party decides to void the Settlement Agreement, then the Settlement Agreement and conditional class certification shall be considered void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator fees and costs actually incurred.

14.2. DIFFERENT FACTS

The Parties acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out to be different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective and binding despite such difference.

14.3. NO PRIOR ASSIGNMENTS

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

14.4. NON-ADMISSION

Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in this Action,. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class or representative action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each and every material factual allegation and all Claims. To this end,

the Class Settlement of the Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

14.5. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and the Released Parties to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

14.6. FAIR, ADEQUATE, AND REASONABLE SETTLEMENT

This Settlement was reached after extensive negotiations and following substantial discovery and motion practice, including a motion for class certification. The Parties believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential, and will so represent it to the Court.

14.7. NON-RETALIATION

Defendant understands and acknowledges that it has a legal obligation to not retaliate against any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement Administrator and will not discourage Class Members who are employees, directly or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or indirectly, to Opt Out of the Class Settlement.

14.8. CONSTRUCTION

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that

this Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

14.9. GOVERNING LAW

This Settlement Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

14.10. NOTICES

Except for Class Member notices required to be made by the Settlement Administrator, all notices or other communications required or permitted under this Settlement Agreement shall be in writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing in this Settlement Agreement.

14.11. CAPTIONS AND INTERPRETATIONS

Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision thereof.

14.12. MODIFICATION

This Settlement Agreement may not be changed, altered, or modified, except in writing signed by the Parties or their counsel and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

14.13. INTEGRATION CLAUSE

This Settlement Agreement contains the entire agreement between the Parties relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Settlement Agreement may be waived except in writing as provided above.

14.14. SUCCESSORS AND ASSIGNS

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class Members (excluding only persons who timely Opt Out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

14.15. CORPORATE SIGNATORIES

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

14.16. EXECUTION IN COUNTERPARTS

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

14.17. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement. This provision does not release claims for attorneys' fees, costs or expenses arising out of the Plaintiff's individual claims asserted under the Fair Employment and Housing Act.

14.18. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

14.19. FINAL JUDGMENT AND RETENTION OF JURISDICTION

If the Court grants final approval of the Class Settlement, the Parties shall request that the Court enter judgment in accordance with California Rule of Court 3.769(h). The judgment shall provide for the Court's continuing jurisdiction over the Parties to enforce the terms of the judgment and this Settlement Agreement. The Parties shall not request dismissal of the

Action at the time of or following entry of judgment, and no subsequent dismissal of the Action shall be required following completion of the Parties' obligations under this Settlement Agreement.

15. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

Signature: _____ **Date:** _____

Plaintiff Noemi Kiefer

Signature: Signed by: Nora Kaitfors 5032064362D44EB **Date:** 11/9/2026

Defendant Healthcare Partners Medical Group, P.C.

Signature: _____ **Date:** _____

JML Law, A Professional Corporation

Signature: Signed by: Bailey K. Bifoss 082F1924B812441 **Date:** 11/9/2026

Seyfarth Shaw LLP

Action at the time of or following entry of judgment, and no subsequent dismissal of the Action shall be required following completion of the Parties' obligations under this Settlement Agreement.

15. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

Signature: Noemi Kiefer
Noemi Kiefer (Nov 8, 2026 14:24:49 PST)

Date: 11/8/26

Plaintiff Noemi Kiefer

Signature: _____

Date: _____

Defendant Healthcare Partners Medical Group, P.C.

Signature: _____

Date: 11/9/26

JML Law, A Professional Corporation

Signature: _____

Date: _____

Seyfarth Shaw LLP