

James R. Hawkins, Esq. SBN 192925
james@jameshawkinsaplc.com

Isandra Fernandez, Esq. SBN 220482
isandra@jameshawkinsaplc.com

Lance Dacre, Esq. SBN 190305
lance@jameshawkinsaplc.com

JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, Jessica Williams
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JESSICA WILLIAMS on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

TWOMAGNETS, INC. d/b/a
CLIPBOARD HEALTH, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22STCV10645

ASSIGNED FOR ALL PURPOSES TO:

Judge: Timothy Patrick Dillon

Dept: 15

Class Action

**DECLARATION OF REGINA CUTLER
REGARDING CLASS NOTIFICATION
AND SETTLEMENT ADMINISTRATION**

1 I, Regina Cutler hereby declare:

2 1. I am employed as a senior case manager by CPT Group, Inc. ("CPT"), the Court-approved
3 class action settlement administrator, for the *Williams v. Twomagnets Inc. d/b/a Clipboard Health* class
4 action settlement. As the case manager for this settlement, I have personal knowledge of the information
5 provided herein, and if called as a witness, I could and would accurately testify thereto.

6 2. CPT has extensive experience in providing notice of class actions and administering class
7 action settlements. For over 30 years, CPT has provided notification and/or claims administration services
8 in thousands of class action cases. Pursuant to the Settlement Agreement for this matter, CPT is responsible
9 for (i) printing and mailing to Class Members the *Notice of Class Action Settlement and Hearing Date*
10 (hereafter referred to as the "Notice") (ii) calculating Class Members' individual settlement awards; (iii)
11 performing National Change of Address ("NCOA") searches; (iv) performing skip traces to obtain updated
12 and forwarding addresses; (v) receiving and logging undeliverable Notice Packets; (vi) receiving and
13 processing completed opt-out requests; (vii) resolving Settlement Class Members' disputes regarding
14 workweeks during the Settlement Period; (viii) establishing and monitoring a case-specific email inbox and
15 toll-free number for handling inquiries from Class Members; (ix) establishing and updating an
16 administration website with details about the settlement; (x) upon Court Approval printing and mailing
17 settlement checks to all participating Class Members; (xi) completing all necessary tax payments and
18 reporting; and (xii) performing such other tasks as the Parties mutually agree or as the Court orders.

19 3. CPT received the Court-approved text for the Notice from Class Counsel on September 4,
20 2025.

21 4. On September 17, 2025, counsel for Defendants provided CPT with three spreadsheets
22 that, when consolidated, comprised a complete list of Class Members ("Class List"). The Class List included
23 (a) full names (b) mailing addresses, (c) Social Security Numbers and (d) the number of weeks each Class
24 member worked during the Main Class, Main PAGA, 2802 Class, and 2802 PAGA Periods, for 22,290
25 Class Members. In addition, the Class List included full names and the number of workweeks during the
26 Main Class, Main PAGA, 2802 Class, and 2802 PAGA Periods for 101 additional Class Members for whom
27 SSNs and mailing addresses were not available. In total, the Class List consisted of 22,391 unique
28 individuals.

5. CPT conducted a National Change of Address (NCOA) search in an attempt to update the provided addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of his or her change of address.

6. On October 6, 2025, the Notices were mailed via U.S. first class mail to the 22,290 Class Members for whom a mailing addresses was available. A copy of the Notice template is attached hereto as **Exhibit A**. The deadline for Class Members to submit a dispute, request for exclusion, or objection to the settlement was November 20, 2025.

7. As of the date of this declaration, 1,639 Notices have been returned to our office by the Post Office. For those without forwarding addresses from the Post Office, CPT performed a skip trace in attempt to locate a better address using Accurant, one of the most comprehensive address databases available. Accurant utilizes hundreds of different databases supplied by credit supporting agencies, public records, and a variety of other national databases. A total of 863 Notices have been re-mailed to date. As of the date of this declaration, there are 785 Notices deemed undeliverable as no better address could be located.

8. As of the date of this declaration, CPT has not received any objections to the Settlement.

9. As of the date of this declaration, CPT has received one (1) dispute. This dispute did not include any supporting documentation. CPT has asked the class member to provide supporting documentation. As of the date of this declaration CPT has not received the requested documentation.

10. As of the date of this declaration, CPT has received two (2) requests for exclusion from the Settlement.

11. As of this date, there are total of 22,389 Participating Class Members. Of these, 19,286 are members of the Main Class and 5,927 are members of the 2802 Class. There are 3,308 individuals who are members of both classes.

12. The Net Settlement Amount is estimated at this time to be \$3,662,999.53 assuming maximum awards pursuant to the settlement. The Net Settlement Amount was determined as follows:

Gross Settlement Amount:	\$6,000,000.00
Less Attorneys' Fees:	-\$2,000,000.00
Less Actual Litigation Costs:	-\$38,000.47

Less Plaintiff's Service Awards (total):	-\$20,000.00
Less PAGA Penalties to LWDA (total):	-\$150,375.00
Less PAGA Individual Settlement Payments (total):	-\$50,125.00
Less 2802 Class Payments (total):	-\$10,000.00
<u>Less Settlement Administration Costs:</u>	<u>-\$68,500.00</u>
Net Settlement Amount:	\$3,662,999.53

Pursuant to the terms of the Settlement Agreement, the **Participating Main Class Members** will receive a proportionate share of the Net Settlement Amount based on the number of shifts worked during the Main Class Period. According to information provided by Defendants, the total number of shifts worked by Participating Main Class Members is 701,220. Based on the estimated settlement calculations at this time, the settlement shift rate is \$5.22. The average of all estimated Participating Main Class payments is \$189.93, and the highest class payment is \$3,980.50.

13. In addition, there are 19,288 **Main PAGA Group Members** who will receive a proportionate share of \$50,000.00 based on the number of shifts worked during the Main PAGA Period. According to information provided by Defendant, the total number of pay periods worked by Main PAGA Group Members is 701,396. Based on the estimated calculations at this time, the rate per PAGA shift is \$0.07. The average of all estimated Main PAGA payments is \$2.59 and the highest PAGA payment is \$54.32.

14. In addition, the **Participating 2802 Class Members** will receive a proportionate share of \$10,000.00 based on the number of shifts worked during the 2802 Class Period. According to information provided by Defendants, the Participating 2802 Class Members worked a total of 212,018 shifts during the 2802 Class Period. Based on the estimated settlement calculations at this time, the 2802 Class settlement shift rate is \$0.05. The average of all estimated Participating 2802 Class payments is \$1.69, and the highest class payment is \$45.89.

15. Finally, there are 5,952 members of the Participating 2802 Class who worked during the 2802 PAGA Period and will receive a proportionate share of \$125.00 under the terms of the Settlement Agreement. According to information provided by Defendant, the **2802 PAGA Group Members** worked

1 a total of 177,939 shifts during the 2802 PAGA Period. Based on the estimated calculations at this time,
2 the rate per PAGA shift is \$0.0007. The average of all estimated 2802 PAGA payments is \$0.02 and the
3 highest 2802 PAGA payment is \$0.30.

4 16. CPT will charge a total of \$68,500.00 in costs associated with the administration of the
5 settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the
6 settlement. Remaining tasks to complete administration include printing and mailing settlement checks to
7 all participating Class members; completing all necessary tax payments and reporting; reissuing settlement
8 checks upon request of class members, completing periodic and final QSF account reconciliation, and
9 remitting of funds from uncashed checks to the State of California's Unclaimed Property Fund.

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
12 correct. Executed on this 24th day of November, 2025 at Portland, Oregon.

13
14 

Regina Cutler
2025.11.24
15:51:36 -08'00'

15
16
17
18
19
20
21
22
23
24
25
26
27
28

Regina Cutler

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Williams v. Twomagnets Inc. d/b/a Clipboard Health, Case No. 22STCV10645; and
Minor v. Twomagnets Inc. d/b/a Clipboard Health, Case No. 23CV034399*

***The Superior Court of the State of California, County of Los Angeles, authorized this Notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

Please read this notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from a class action lawsuit against Twomagnets Inc.¹ d/b/a Clipboard Health (“Defendant”) for alleged wage and hour violations. Jessica Williams and Rochell Minor (“Plaintiffs”) filed two separate actions, collectively referred to as the “Action,” seeking relief on behalf of all individuals who were classified as independent contractors and worked a shift in California booked through Defendant’s marketplace at any time during the Main Class Period (May 17, 2022 through May 31, 2024) (the “Main Class”) and/or the 2802 Class Period (March 28, 2018 through May 16, 2022) (the “2802 Class”). These individuals are called “Class Members.” Plaintiffs also seek penalties under the California Private Attorneys General Act (“PAGA”) for all individuals who were classified as independent contractors and worked a shift in California booked through Defendant’s marketplace at any time during the Main PAGA Period (May 17, 2022 through the end of the Main Class Period) (the “Main PAGA Group”) and/or the 2802 PAGA Period (March 28, 2021 through May 16, 2022) (the “2802 PAGA Group”). These individuals are called “Alleged Aggrieved Employees.”

Defendant denies all liability and maintains that it has not violated any wage and hour laws. It has chosen to enter into an agreement to resolve Plaintiffs’ claims, however, to avoid the expense, distraction and uncertainty of litigation. The proposed Settlement has two main parts: (1) a Class Settlement, through which Defendant has agreed to fund Individual Main Class Payments and Individual 2802 Class Payments, and (2) a PAGA Settlement, through which Defendant has agreed to fund Individual Main PAGA Payments and Individual 2802 PAGA Payments, as well as pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records and the Parties’ current assumptions, your estimated payments under the Settlement are as follows: **Individual Main Class Payment \$«SubClass1_Amt» (less withholding); Individual 2802 Class Payment \$«SubClass2_Amt»; Individual Main PAGA Payment «PAGAClass1_Amt»; and Individual 2802 PAGA Payment «PAGAClass2_Amt».** The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for the Individual Main Class Payment, Individual Main PAGA Payment, Individual 2802 Class Payment or Individual 2802 PAGA Payment, then according to Defendant’s records, you are not eligible for that payment under the Settlement because you did not work any shifts in California booked through Defendant’s marketplace (“Shifts”) during the corresponding period.

The above estimates are based on Defendant’s records showing that **you worked «SubClass1_Weight» Main Class Shifts** during the Main Class Period, **«SubClass2_Weight» 2802 Class Shifts** during the 2802 Class Period, **«PAGAClass1_Weight» Main PAGA Shifts** during the Main PAGA Period, and **«PAGAClass2_Weight» 2802 PAGA Shifts** during the 2802 PAGA Period. If you believe that you worked more Shifts during any of these periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make the agreed payments under the Settlement and requires Class Members and Alleged Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked a shift in California booked through Defendant’s marketplace during the Main Class Period, 2802 Class Period, Main PAGA Period, and/or the 2802 PAGA Period, you have two basic options under the Settlement:

¹ Twomagnets Inc. has been converted to Twomagnets LLC.

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Main Class Payment, Individual 2802 Class Payment, Individual Main PAGA Payment, and/or an Individual 2802 PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written and signed Request for Exclusion or otherwise notify the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Main Class Payment or Individual 2802 Class Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and if you are an Alleged Aggrieved Employee, you will remain eligible for an Individual Main PAGA Payment and, if applicable, Individual 2802 PAGA Payment. You cannot opt-out of the PAGA portions of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Main Class Payment (if any), Individual 2802 Class Payment (if any), Individual Main PAGA Payment (if any), and an Individual 2802 PAGA Payment (if any). In exchange, you will give up your right to assert the released wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is November 20, 2025	If you do not want to participate in the Class portion of the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Main Class Payment or Individual 2802 Class Payment. See Section 6 of this Notice. <u>Non-Participating Class Members cannot object to any portion of the proposed Settlement or file an Appeal. See Section 7 of this Notice.</u> You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual Main PAGA Payments and Individual 2802 PAGA Payments to all Alleged Aggrieved Employees and the Alleged Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by November 20, 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the December 18, 2025 at 10:00 a.m. Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on December 18, 2025. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Class Shifts/PAGA Shifts Written Challenges Must be Submitted by November 20, 2025	The amount of your Individual Main Class Payment (if any), Individual 2802 Class Payment (if any), Individual Main PAGA Payment (if any), and Individual 2802 PAGA Payment (if any) depends on how many Main Class Shifts (if any), 2802 Class Shifts (if any), Main PAGA Shifts (if any), and/or 2802 PAGA Shifts (if any) you worked. The number of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and 2802 PAGA Shifts you worked, according to Defendant’s records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 20, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs worked shifts in California booked through Defendant's marketplace and claim they were misclassified as independent contractors. The Action alleges that Defendant violated California labor laws by failing to provide meal and rest breaks or pay premium wages in lieu thereof; failing to pay earned wages for all hours worked, including minimum wages or overtime wages; failing to pay wages timely during employment and upon termination; failing to pay sick time; failing to reimburse employees for required expenses; failing to furnish accurate wage statements; conversion; failing to maintain accurate records; and engaging in unfair business practices related to or arising out of the foregoing. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by the following attorneys in the Action: GrahamHollis APC and James Hawkins APLC ("Class Counsel").

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

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant will pay Six Million Dollars (\$6,000,000) as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, Individual 2802 PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Defendant will fund the Gross Settlement Amount no later than five (5) business days after the Effective Date (the date the Judgment is final). The Judgment will be final after the Court enters Judgment and the time for any appeal has passed, or a later date if there is an appeal (for example, by a Participating Class Member who timely objects to the proposed Settlement).
2. Court Approved Deductions from Gross Settlement Amount. Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$2,000,000 (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to \$40,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Service Payment to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Main Class Payment, any Individual 2802 Class Payment, Individual Main PAGA Payment, and any Individual 2802 PAGA Payment.
 - C. Up to \$82,000 (preliminarily approved up to \$61,000) to the Administrator for services administering the Settlement.
 - D. Up to \$200,000 for PAGA Penalties, with 75% (\$150,000) allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual Main PAGA Payments for the Main PAGA Group; and \$500 for 2802 PAGA

Penalties, with 75% (\$375) allocated to the LWDA 2802 PAGA Payment and 25% (\$125) allocated to the Individual 2802 PAGA Payments for the 2802 PAGA Group.

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

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Main Class Payments to Participating Main Class Members based on the total number of Shifts worked during the Main Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Participating Class Member’s Individual Main Class Payment to wages (the “Wage Portion”) and 80% to non-wages, expense reimbursement, interest and penalties (the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual Main PAGA Payments and Individual 2802 PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual Main PAGA Payments, Individual 2802 PAGA Payments, and the Non-Wage Portions of the Individual Main Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.** If the monies represented by your check are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than November 20, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the November 20, 2025 Response Deadline. The Request for Exclusion should be a signed letter from you or your representative setting forth your name, present address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Main Class Payments or Individual 2802 Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual Main PAGA Payments and Individual 2802 PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc., (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Shifts, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
9. Released Parties. Unless the Class Member timely opts out of the Settlement, each Class Member will release Defendant and its parents and affiliates, subsidiaries, predecessors (including but not limited to Twomagnets Inc.), successors, divisions, joint ventures, clients and vendors, attorneys, agents and assigns, and each of their former and present owners, directors,

officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives from the Released Main Class Claims and Released 2802 Class Claims.

10. Participating Main Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Main Class Period facts and PAGA penalties based on Main PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or Plaintiffs' PAGA Notices, against the Released Parties that occurred during the Main Class Period, including any and all claims for: (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours worked, including minimum wages or overtime wages; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vii) conversion; (viii) failure to maintain accurate records; and (ix) unfair business practices relating to or arising out of any of the foregoing. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the Main Class Period.

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

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

All Participating and Non-Participating Class Members who are Alleged Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or the PAGA Notices that occurred during the Main PAGA Period.

12. Participating 2802 Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating 2802 Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the 2802 Class Period facts and PAGA penalties based on 2802 PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating 2802 Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or Plaintiffs' PAGA notices, against the Released Parties that occurred during the 2802 Class Period related to (a) failure to reimburse employees for business expenses; or (b) unfair business practices relating to or arising out of the foregoing. Except as expressly set forth in this Agreement, Participating 2802 Class Members do not release any other claims,

including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the 2802 Class Period.

13. Alleged Aggrieved Employees' 2802 PAGA Release. After the Court's judgment is final and Defendant has paid the Gross Settlement Amount, all Alleged Aggrieved Employees in the 2802 PAGA Group will be barred from asserting PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Alleged Aggrieved Employees in the 2802 PAGA Group, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the 2802 PAGA Period facts alleged in the Action and resolved by this Settlement.

The Alleged Aggrieved Employees' Releases for Participating and Non-Participating 2802 Class Members are as follows:

All Participating and Non-Participating Class Members who are Alleged Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or the PAGA Notices, relating to alleged failure to reimburse employees for business expenses that occurred during the 2802 PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Main Class Payments. The Administrator will calculate Individual Main Class Payments by (a) dividing the Net Settlement Amount by the total number of Shifts worked by all Participating Main Class Members during the Main Class Period, and (b) multiplying the result by each Participating Main Class Member's Shifts worked during the Main Class Period.
2. Individual 2802 Class Payments. The Administrator will calculate Individual 2802 Class Payments by (a) dividing \$10,000 by the total number of Shifts worked by all Participating 2802 Class Members during the 2802 Class Period and (b) multiplying the result by each Participating 2802 Class Member's Shifts worked during the 2802 Class Period.
3. Individual Main PAGA Payments. The Administrator will calculate Individual Main PAGA Payments by (a) dividing the amount of the Main PAGA Group's 25% share of PAGA Penalties by the total number of Main PAGA Period Shifts worked by the Main PAGA Group during the Main PAGA Period and (b) multiplying the result by each Main PAGA Group member's Main PAGA Period Shifts.
4. Individual 2802 PAGA Payments. The Administrator will calculate Individual 2802 PAGA Payments by (a) dividing the amount of the 2802 PAGA Group's 25% share of the PAGA Penalties by the total number of 2802 PAGA Shifts worked by the 2802 PAGA Group during the 2802 PAGA Period and (b) multiplying the result by each 2802 PAGA Group member's 2802 PAGA Period Shifts.
5. Challenges to Class Shifts and/or PAGA Shifts. The number of Main Class Shifts (if any), 2802 Class Shifts (if any), Main PAGA Shifts (if any), and/or 2802 PAGA Shifts (if any) you worked, as recorded in Defendant's records, are stated in the first page of this Notice. You have until November 20, 2025 to challenge the number of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and/or 2802 PAGA Shifts credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of earnings statements or other pertinent records. The Administrator will accept Defendant's calculation of all Shifts based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Shift challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, checks to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Alleged Aggrieved Employees, for the Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments. The Administrator may send a single check combining Individual Main Class Payment (if any), the Individual 2802 Class Payment (if any), the Individual Main PAGA Payment (if any), and the Individual 2802 PAGA Payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, checks for Individual Main PAGA Payments (if any) and Individual 2802 PAGA Payments (if any) to every Alleged Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

YOUR CHECK(S) WILL BE SENT TO THE SAME ADDRESS AS THIS NOTICE. IF YOU CHANGE YOUR ADDRESS, BE SURE TO NOTIFY THE ADMINISTRATOR AS SOON AS POSSIBLE. SECTION 9 OF THIS NOTICE HAS THE ADMINISTRATOR'S CONTACT INFORMATION.

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

Submit a written and signed letter with your name, present address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Williams v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 22STCV10645; and *Minor v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 23CV034399, and include your identifying information (full name and address). You must make the request yourself or through an authorized representative. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by November 20, 2025, or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the December 18, 2025, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. You can view these documents on the Administrator's Website www.cptgroupcaseinfo.com/TwomagnetsSettlement or the Court's website <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages/SearchCaseNumber>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is November 20, 2025. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Williams v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 22STCV10645; and *Minor v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 23CV034399, and include your name, current address, and approximate time period during which you worked Shifts, and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on December 18, 2025 at 10:00 a.m. in Department 15 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final

Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. The Court has remote video and audio courtroom appearance technology via LA CourtConnect (“LACC”). You may attend (or hire a lawyer to attend) either personally or virtually via LACC (<https://my.lacourt.org/laccwelcome>). To review court files in person at the Clerk’s Office, appointments are strongly recommended. Check the Court’s website for the most current information regarding COVID-19 and social distancing protocols (<https://www.lacourt.org/newsmedia/ui/AccessLACourtYourWay.aspx>).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website www.cptgroupcaseinfo.com/TwoMagnetsSettlement beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator’s website at www.cptgroupcaseinfo.com/TwoMagnetsSettlement. You can also consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the case number for the Action, Case No. 22STCV10645. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Hali M. Anderson
GrahamHollis, APC
3555 Fifth Ave., Ste. 200
San Diego, CA 92103
Email: handerson@grahamhollis.com
(619) 692-0800

Lance Dacre
James Hawkins APLC
9880 Research Drive, Ste. 200
Irvine, CA 92618
Email: lance@jameshawkinsaplc.com
(949) 387-7200

Settlement Administrator:

Williams v. Twomagnets Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Email: TwomagnetsSettlement@cptgroup.com
Toll-free: 1-888-711-2461
Fax: 949-419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller’s Unclaimed Property Fund https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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