

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Section 10.9 of the Class Action and PAGA Settlement Agreement made and entered into as of April 15, 2024 (“Settlement Agreement”), between plaintiff Jazmin Dabney (“Plaintiff”) and defendant Alignment Healthcare USA, LLC (“Defendant”) (collectively the “Parties”), the Parties agree to amend the Settlement Agreement as stated herein. All other terms of the Settlement not amended herein shall remain in full force and effect.

- The title of the Settlement Agreement is hereby amended to state “CLASS ACTION AND PAGA SETTLEMENT AGREEMENT”
- The last page of the Settlement Agreement is page 20. Exhibit A of the Settlement Agreement (the “Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval”) is amended to be numbered as pages 1 through 10.
- Section 5.5.2 is hereby amended to delete the following sentences “The administrator’s determination shall be final and not appealable or otherwise susceptible to challenge” and “The Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge” and instead state as follows:
 - The Court retains final authority with respect to the determination of authenticity of any Request for Exclusion.
- Section 5.6 is hereby amended to delete the following sentence “The Administrator’s determination of each Class Member’s allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge” and instead state as follows:
 - The Settlement Administrator shall contact the Parties regarding the challenge of Class Workweeks and the Parties and the Settlement Administrator will work in good faith to resolve it. If the Parties and the Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the number of Class Workweeks allocated to the Class Member in the Class Notice, based on the information provided to it.
- Section 5.8.4 is hereby amended to delete the following sentences “The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge” and instead state as follows:
 - The Settlement Administrator shall contact the Parties regarding the challenge of Class Workweeks and the Parties and the Settlement Administrator will work in good faith to resolve it. If the Parties and the Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the number of Class

Workweeks allocated to the Class Member in the Class Notice, based on the information provided to it.

- Section 4.3 of Exhibit A is hereby amended to delete the following sentences “The Administrator will resolve Workweek 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 can’t appeal or otherwise challenge its final decision” and instead state as follows:
 - The Settlement Administrator will attempt to resolve any dispute based upon Defendant’s records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.
- Section 3.2(c) of Exhibit A is hereby amended to state as follows:
 - Up to \$13,500 to the Administrator for services administering the Settlement.
- Section 2.2.4.1 is hereby amended to delete the following sentences “20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”)” and instead state as follows:
 - 25% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”).
- Section 3.4 of Exhibit A is hereby amended to reflect that 25% of each Individual Class Payment is allocated to the Wage Portion and 75% is allocated to the Non-Wage Portion.
- The Settlement Agreement is hereby amended to include a Dispute Form, attached hereto as Exhibit B, and an Opt-Out Form, attached hereto as Exhibit C. The Class Notice, Dispute Form, and Opt-Out Form shall be mailed collectively to the Class Members as a single Notice Packet by the Settlement Administrator pursuant to Section 5.4.
- Section 6 of Exhibit A is hereby amended to refer to the Opt-Out Form. Section 4.3 is hereby amended to refer to the Dispute Form.
- The revised Exhibit A, reflecting the above amendments, is attached hereto as Exhibit A.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Date: 01/19/2025

PLAINTIFF JAZMIN DABNEY


Jazmin Dabney (Jan 19, 2025 22:43 PST)

Date: _____

DEFENDANT ALIGNMENT
HEALTHCARE USA, LLC

By: _____

Date: January 20, 2025

AEGIS LAW FIRM, PC



Samuel Wong
Kashif Haque
Jessica Campbell
Carolyn M. Bell
Attorneys for Plaintiff

Date: _____

SHEPPARD MULLIN RICHTER &
HAMPTON LLP

Jason A. Weiss
Kristi L. Thomas
Attorneys for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Date: _____

PLAINTIFF JAZMIN DABNEY

Date: 1/17/2025 | 11:53:42 AM PST

DEFENDANT ALIGNMENT
HEALTHCARE USA, LLC

DocuSigned by:

Christopher Joyce

E75F3DFC49F6458...

By: Christopher Joyce

Date: _____

AEGIS LAW FIRM, PC

Samuel Wong
Kashif Haque
Jessica Campbell
Carolyn M. Bell
Attorneys for Plaintiff

Date: January 17, 2025

SHEPPARD MULLIN RICHTER &
HAMPTON LLP

[Signature]

Jason A. Weiss
Kristi L. Thomas
Attorneys for Defendant

EXHIBIT A

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

Jazmin Dabney v. Alignment Healthcare USA, LLC

Case No: 30-2022-01256712-CU-OE-CXC

*The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Alignment Healthcare USA, LLC (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Jazmin Dabney (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (October 31, 2017 to October 10, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (April 27, 2021 to October 10, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual 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 the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. Instead, you will preserve your right to personally pursue Class Period wage claims against Defendant. Moreover, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion 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 Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the 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 _____	If you don't want to fully participate in 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 Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the 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 _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t 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, by telephone 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 Workweeks Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Carolyn M. Bell from Aegis Law Firm, PC (“Class Counsel.”)

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

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

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end 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, Plaintiff 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. Plaintiff 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 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 \$912,500.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than fourteen (14) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$304,166.67 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$13,500 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement 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 (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages

(“Wage Portion”) and 75% to e.g., interest, etc. (“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 PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

- a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t 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 is sent to the Controller’s Unclaimed Property, 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 _____, 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 _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. You can also use the Opt-Out Form enclosed with this Class Notice for your convenience. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual 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 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. Plaintiff 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, Apex Class Action Administration (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 Workweeks, 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. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (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 Class Period facts and PAGA penalties based on 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, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended Complaint (or operative complaint) in the Action or that could have been pleaded or asserted based upon the facts alleged in the First Amended Complaint, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal rounding; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs. The Released Class Claims also expressly include those claims arising under the California Labor Code (including Sections 201-204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004; California Business and Professions Code Section 17200, *et seq.*; California Civil Code Sections 3287, 3336, and 3294; 8 CCR Sections 11040 and 11050; California Code of Civil Procedure Section 1021.5; and the FLSA, 29 U.S.C. Section 201, *et seq.* This release excludes the release of claims not permitted by

law.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, 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 PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims, shall nevertheless be bound by the Released PAGA Claims. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, release Released Parties from all claims for civil penalties under PAGA that were pleaded or asserted in the First Amended Complaint (or operative complaint) in the Action or that could have been pleaded or asserted based upon the facts alleged in the First Amended Complaint and the PAGA Notice including, but not limited to, claims relating to failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal rounding; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; and alleged violations of California Labor Code Sections 201-204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the

number of PAGA Period Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Defendant's records, is stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. You can also use the Dispute Form enclosed with this Class Notice for your convenience. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks 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 Settlement Administrator will attempt to resolve any dispute based upon Defendant's records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check 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, telephone number, 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 *Dabney v. Alignment Health*, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, 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 Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) business days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff 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 as a Class Representative Service Award.

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 Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** 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 *Dabney v. Alignment Health* and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 don't have to, attend the Final Approval Hearing on _____ at (time) in Department CX-105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should contact the Administrator beforehand or contact Class Counsel 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 Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

(<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2022-01256712-CU-OE-CXC.

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

Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Carolyn M. Bell

Email Address: cbell@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100

Telephone: (949) 379-6250

Defense Counsel:

Sheppard, Mullin, Richter & Hampton LLP

Jason Weiss

Kristi Thomas

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626

(Tel) (714) 513-5100

(Fax) (714) 513-5130

jweiss@sheppardmullin.com

kthomas@sheppardmullin.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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 Unclaimed Property Fund _____ 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.

EXHIBIT B

DISPUTE FORM

Jazmin Dabney v. Alignment Healthcare USA, LLC
Case No. 30-2022-01256712-CU-OE-CXC

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO DISPUTE THE INFORMATION PROVIDED IN YOUR CLASS NOTICE AND PROVIDED AGAIN HERE.

The records from Defendant Alignment Healthcare USA, LLC, indicate that you were employed as a non-exempt employee for _____ workweeks during the Class Period of October 31, 2017 to October 10, 2023. The total number of pay periods you worked during the PAGA Period of April 27, 2021 to October 10, 2023 is _____. Based on this information, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____.**

If you believe your total number of workweeks and/or pay periods is **incorrect**, please mail this Dispute Form to the address below along with any supporting documentation evidencing the correct number of weeks and/or pay periods worked by you for Defendant. The Settlement Administrator will review and consult with the Parties to determine whether an adjustment is warranted. If the Parties are unable to reach an agreement, the Court will make the final determination after considering the records and any documentation you provide.

YOU MUST MAIL THIS DISPUTE FORM BY **[DATE]** TO THE FOLLOWING ADDRESS:

c/o [Administrator]
P.O. Box *****
*****, CA *****

EXHIBIT C

OPT-OUT FORM

Jazmin Dabney v. Alignment Healthcare USA, LLC
Case No. 30-2022-01256712-CU-OE-CXC

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR INDIVIDUAL CLASS PAYMENT FROM THE SETTLEMENT.

I, _____, request to be excluded from the Class in the matter of *Jazmin Dabney v. Alignment Healthcare USA, LLC*, Orange County Superior Court, Case No. 30-2022-01256712-CU-OE-CXC. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for the Individual Settlement Payment from the settlement. However, if I am an Aggrieved Employee, then I understand that I will still receive the Individual PAGA Settlement Payment.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT (AND NOT RECEIVE A PAYMENT), YOU MUST MAIL THIS OPT-OUT FORM BY **[DATE]** TO THE FOLLOWING ADDRESS:

c/o [Administrator]
P.O. Box *****
*****, CA *****