

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Amanda Oliver (“Plaintiff”), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Bright Health Group, Inc. and Universal Care, Inc. dba Brand New Day (collectively, “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants who worked as a licensed vocational nurse from July 6, 2020 to March 18, 2022, during the PAGA Period;

(b) On July 1, 2022, Gaines & Gaines, APLC (“Plaintiff’s Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of the California Labor Code (the “PAGA Notice”);

(c) On November 29, 2022, Plaintiff filed her Complaint for Penalties Pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendants, entitled *Amanda Oliver v. Bright Health Group, Inc. et al.* in Merced County Superior Court, case number 22CV-03842 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) On September 13, 2023, the Parties mediated the Action with Brandon Coen, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) and 8(b) below).

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall jointly and severally pay the maximum gross sum of Four Hundred Eighty-Three Thousand Dollars and No Cents (\$483,000.00) (the “Total

Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is estimated to be One Hundred Sixty-Nine Thousand Fifty Dollars and No Cents (\$169,050.00), and reimbursement of litigation costs and expenses in the amount of up to Fifteen Thousand Dollars (\$15,000) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, subject to Court approval and which Defendants will not contest.

(2) A general release payment of up to the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) (“General Release Payment”) to Plaintiff, subject to Court approval and which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Fifteen Thousand Dollars (\$15,000.00) (“Settlement Administration Costs”) to Phoenix Settlement Administrators (the “PAGA Settlement Administrator”).

(4) The amounts stated in Paragraphs 3(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all non-exempt California employees of Universal Care, Inc., d/b/a Brand New Day, and Bright Health Group, Inc. employed between July 1, 2021 and the earlier of (1) the date of approval of the Settlement or (2) October 31, 2023 (the “PAGA Period”). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 483 individuals who worked approximately 22,746 pay periods during the period between July 1, 2021, through the earlier of: (1) the Court’s approval of the PAGA Settlement, or (2) October 31, 2023. If the actual number of pay periods during the PAGA Period is more than ten percent (10%) above 22,746 pay periods (i.e., if the total number of pay periods exceeds 25,020), then either the Total Settlement Amount will be increased by the same proportion above one hundred ten percent (110%) or Defendants, at their sole discretion, may elect to cut off the PAGA Period as of the date the total pay periods worked by the Aggrieved Employees exceeds ten percent (110%) of the 22,746 pay periods estimate. For example, if the total pay periods worked by the Aggrieved Employees is twenty percent (20%) more than 22,746 (i.e., if the total number of pay periods exceeds 27,295 pay periods), Defendants may choose that either: (i) the Total Settlement Amount to be paid will increase by ten percent (10%); or (ii) the PAGA Period will end on the date in which the Aggrieved Employees collectively worked 25,021 pay periods.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void. Plaintiff shall timely provide notice of this Settlement Agreement and the Court's Approval of this Settlement Agreement to the LWDA in accordance with Labor Code §§ 2698 *et seq.* If Plaintiff fails to timely provide notice of this Settlement Agreement and the Court's Approval of this Settlement Agreement to the LWDA in strict compliance with Labor Code §§ 2698 *et seq.*, the Settlement shall be voidable at Defendants' option.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement within fifteen (15) business days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) Plaintiff has provided notice of the Settlement Agreement to the LWDA; (iii) the Court has entered and signed an order approving the Settlement Agreement; and (iv) Plaintiff has provided notice of the Court's approval to the LWDA; and (v) only if any objection has been made to Settlement approval, any time for which an appeal could be made to the Court's approval of the Settlement has passed (the "Effective Date"). If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to the settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of a Joint Stipulation and Order to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the stipulation

to approve this Settlement Agreement to Michael D. Thomas and Jonathan R. Stilz of Jackson Lewis P.C. (“Defendants’ Counsel”) for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court’s approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of PAGA Settlement Sum / Notice to Recipients.

(a) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees’ Portion) based upon the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”), based on Defendants’ payroll records. Specifically, to calculate each Aggrieved Employee’s share of the Employees’ Portion (“Individual Settlement Share”), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees’ Portion to arrive at each Aggrieved Employee’s Individual Settlement Share.

(b) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter (“Cover Letter”) agreed to by the Parties and approved by the Court, in substantially the form attached hereto as “Exhibit A”, in the following manner:

(1) No later than fifteen (15) business days after the Effective Date, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) social security number; and (iv) either the number of Compensable Pay Periods or the dates worked for Defendants as an employee in California during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s

Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(c) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Payment to Plaintiff.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims**

(a) **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.** Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and Aggrieved Employees, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation(s), affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims arising during the PAGA Period for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 212, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (the "Released Claims").

(b) **General Release of Claims by Plaintiff and Waiver of Rights under California Civil Code Section 1542.** In addition to releasing the Released Claims, as described in Section 8(a) above, and in exchange for the Release Payment described in Section 3(a)(2) above, upon the date the Court has entered an order approving the Settlement Agreement

and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered and signed an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. This broader release also includes, but is not limited to, all representative claims brought by Plaintiff against the Released Parties, and Plaintiff further waives her right to participate in any class or representative claims alleged against the Released Parties. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by his to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Collective/Class Dispute Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Defendants, or any of the other Released Parties is a party.

10. **Confidentiality Preceding Approval.** Prior to Plaintiff filing the Joint Stipulation and Order seeking approval of this settlement, the Parties and their attorneys will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement Agreement. Information regarding the Settlement Agreement may be disclosed to the Court, the LWDA or in response to information disclosed by Defendants. If, before the filing of the Joint Stipulation and Order seeking approval

of this settlement, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement Agreement, except as required by law or to effect the settlement, Defendants, at Defendants' option, may rescind the Settlement Agreement, rendering it null and void. Until the Settlement Agreement is approved by the Court, Plaintiff and her attorneys will not issue any press, media releases, or advertising related to this Settlement Agreement or Action, unless approved in advance by Defendants.

11. **Confidentiality Following Approval.** Following the Court's entry of an order granting the Parties' Joint Stipulation seeking approval of this settlement, Plaintiff and her attorneys will not issue any press, media releases, or advertising related to this Settlement Agreement or Action by identifying Defendants. Plaintiff's counsel may only advertise the Total Settlement Amount and general nature of Plaintiff's claims alleged in the Operative Complaint.

12. **Non-Disparagement.** Plaintiff agrees not to defame, disparage, or otherwise speak negatively about Defendants, or any of Defendants' officers or directors. However, nothing in this agreement prevents or prohibits Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or conduct she believes to be unlawful. In the event of inquiry by any prospective employer, Defendants shall only confirm Plaintiff's dates of employment and last job title.

13. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

14. **Liens and Attorneys' Fees/Indemnification.** Plaintiff is solely responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs they or it has incurred including, but not limited to, fees for attorneys, consultants, and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action, except to the extent the Settlement Agreement provides for payment of attorneys' fees and costs.

15. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party. The Court shall retain jurisdiction to enforce this Agreement, pursuant to C.C.P. § 664.6 and as otherwise allowed by law.

16. **Waiver of Right to Appeal.** Provided that the Court's approval of this settlement is consistent with the material terms of this Settlement Agreement, Plaintiff, Defendants, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement Agreement, and the Order therefore will become non-appealable at the time it is entered. If, for any reason an appeal is taken, the time for consummating the Settlement Agreement (including making payments required under the Settlement Agreement) will be suspended until such time as the appeal is finally resolved and the Effective Date is reached.

17. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

18. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement, or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Brandon Coen, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) To the fullest extent permissible under applicable law, and solely for the purposes of this Settlement Agreement and not for any other purpose, Plaintiff's Counsel represents and warrants on behalf of themselves and all others acting on their behalf, that they have

not been retained by any other individuals with claims against Defendants. Nothing in the foregoing is intended to limit or restrict Plaintiff's Counsel's ability to practice law, or to otherwise violate California Rules of Professional Conduct, Rule 1-500. To the extent any portion of this paragraph is found to violate Rule 1-500, or any other Rule of Professional Conduct, such offending language will be deemed stricken and will be treated as if it is of no force and effect.

(g) The Parties believe there is no basis for objections to this Settlement Agreement or its approval by the Aggrieved Employees. The Parties further agree that there is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from this settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 10 / 23 / 2023, 2023

Amanda Oliver
Amanda Oliver
Individually and On Behalf of
the State of California and Aggrieved Employees

BRIGHT HEALTH GROUP, INC., and
UNIVERSAL CARE, INC., dba BRAND NEW
DAY

Date: _____, 2023

Name:
Title:

not been retained by any other individuals with claims against Defendants. Nothing in the foregoing is intended to limit or restrict Plaintiff's Counsel's ability to practice law, or to otherwise violate California Rules of Professional Conduct, Rule 1-500. To the extent any portion of this paragraph is found to violate Rule 1-500, or any other Rule of Professional Conduct, such offending language will be deemed stricken and will be treated as if it is of no force and effect.

(g) The Parties believe there is no basis for objections to this Settlement Agreement or its approval by the Aggrieved Employees. The Parties further agree that there is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from this settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2023

Amanda Oliver
Individually and On Behalf of
the State of California and Aggrieved Employees

BRIGHT HEALTH GROUP, INC., and
UNIVERSAL CARE, INC., dba BRAND NEW
DAY

Date: Nov 3, 2023, 2023

Jeff Craig

Name: Jeff Craig
Title: Secretary

Approved as to form and content and executed as to Section 18(f).

GAINES & GAINES, PC

Date: October 24, 2023

Evan S. Gaines

EVAN S. GAINES

Attorneys for Plaintiff Amanda Oliver

Approved as to form and content.

JACKSON LEWIS P.C.

Date: November 20, 2023

Michael D. Thomas

Michael D. Thomas

Jonathan R. Stilz

Attorneys for Defendants Bright Health Group, Inc.,
and Universal Care, Inc. dba Brand New Day

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Amanda Oliver v. Bright Health Group, Inc. et al.*, Merced Superior Court Case No. 22CV-03842

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Amanda Oliver v. Bright Health Group, Inc. et al.*, Merced Superior Court Case No. 22CV-03842 (“Action”).

The lawsuit was filed on November 29, 2022 by Amanda Oliver (“Plaintiff”) against her former employer, Universal Care, Inc. dba Brand New Day and its parent company Bright Health Group, Inc. (collectively “Defendants”), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, amongst other claims. Prior to filing the lawsuit, on July 1, 2022, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 212, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. Defendants also deny that this action could proceed on a representative basis.

A settlement was reached between Plaintiff and Defendants.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (“Aggrieved Employees”). The period July 1, 2021, through _____, is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation(s), affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims arising during the PAGA Period for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 212, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with

the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

The Parties believe there is no basis for objections to this settlement or its approval by the Aggrieved Employees. The Parties further agree that there is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from this settlement.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Phoenix Settlement Administrators at [toll-free phone number] or Gaines & Gaines, APLC, Counsel for Plaintiff, at 866-550-0855.

Oliver - PAGA Settlement Agreement FINAL

Final Audit Report

2023-11-03

Created:	2023-11-03
By:	Aimee Raimer (aschurmann@brighthousegroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJv9xfDg6m4ggBPqVUZpi1zpjjzq5gJEf

"Oliver - PAGA Settlement Agreement FINAL" History

-  Document created by Aimee Raimer (aschurmann@brighthousegroup.com)
2023-11-03 - 2:09:38 PM GMT
-  Document emailed to Jeff Craig (jcraig@brighthousegroup.com) for signature
2023-11-03 - 2:10:21 PM GMT
-  Email viewed by Jeff Craig (jcraig@brighthousegroup.com)
2023-11-03 - 2:10:58 PM GMT
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