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

TERESA DE LA ROSA, individually, and
on behalf of all others similarly situated,

Plaintiff,

VS.

VELOCITY CLINICAL RESEARCH, INC.;
and DOES 1 through 10, inclusive,
Defendants.

Case No.: 25STCV09675

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: April 2, 2025
Trial date: Not set

This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Teresa De La Rosa ("Plaintiff") and Defendant Velocity Clinical Research, Inc. ("Defendant") (Plaintiff and Defendant collectively, "the Parties").

1. DEFINITIONS.

1.0. "Action" means *Teresa De La Rosa, individually, and on behalf of all others similarly situated v. Velocity Clinical Research, Inc.; and Does 1 through 10, inclusive*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV09675.

1.1. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the neutral entity the Parties have designated to administer the Settlement.

1.2. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$8,500.00.

1.3. "Aggrieved Employees" means all current and former non-exempt employees of Defendant in the State of California who worked for Defendant as hourly, nonexempt employees at any time from April 2, 2024, through the earlier of the date of preliminary approval of this Settlement or sixty (60) days from March 3, 2026, whichever occurs first.

1.4. "Class" means all individuals who worked for any Defendant in California as hourly, nonexempt employees at any time from April 2, 2021, through the earlier of the date of preliminary approval of this Settlement or sixty (60) days from March 3, 2026, whichever occurs first.

1.5. "Class Counsel" means Kane Moon, Allen Feghali, and Enzo Nabiev, of Moon Law Group, P.C.

- 1.6. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed \$138,333.33 (one-third of the Gross Settlement Amount).
- 1.7. "Class Counsel Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.
- 1.8. "Class Data" or "Class List" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, last known telephone number, last known email address, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, total number of Workweeks worked during the Class Period, total number of PAGA Pay Periods worked during the PAGA Period, and any other information required by the Administrator to effectuate this Agreement.
- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as

Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from April 2, 2021, through the earlier of the date of preliminary approval of this Settlement or sixty (60) days from March 3, 2026, whichever occurs first.

1.13. "Class Representative" means the named Plaintiff in the Action, Teresa De La Rosa.

1.14. "Class Representative Service Award" means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$7,500.00.

1.15. "Court" means the Superior Court of the State of California, County of Los Angeles.

1.16. "Defendant" means the named Defendant in the Action, Velocity Clinical Research, Inc.

1.17. "Defense Counsel" means Dina S. Gluckman and Emilie MacLean of Gordon Rees Scully Mansukhani, LLP.

1.18. "Effective Date" means the date on which the Court's order approving the Settlement Agreement and its entry of judgment become Final. "Final" shall mean the latest of: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters the final judgment; (ii) if an objection is filed and not withdrawn, the deadline for filing an appeal and no such appeal being filed; or (iii) if any timely appeals are filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the settlement.

1.19. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

1.20. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final

Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$415,000.00, the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. The Gross Settlement Amount is non-reversionary and non-claims-made. Defendant will not pay more than the Gross Settlement Amount, plus employer-side taxes on the wage payments made to Participating Class Members.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period as compared to the total number of Workweeks worked by all Participating Class Members during the Class Period. Twenty percent (20%) of each Individual Class Payment shall be allocated to wages and subject to withholding for employee-side payroll taxes and reporting on IRS Form W-2, and eighty percent (80%) of each Individual Class Payment shall be allocated to interest and penalties and shall not be subject to withholding and shall be reported on IRS Form 1099.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties allocated pursuant to California Labor Code ("Labor Code") section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period as compared to the total number of PAGA Pay Periods worked by all Aggrieved

Employees during the PAGA Period. Individual PAGA Payments shall not be subject to withholding and shall be reported on IRS Form 1099.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.26. "LWDA PAGA Payment" means the LWDA's sixty-five percent (65%) share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m), in the amount of \$26,000.00.

1.27. "Net Settlement Amount" means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Objection" means a Class Member's written or verbal objection to a term of, or the terms of, the Settlement.

1.30. "PAGA" means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.31. "PAGA Notice" means Plaintiff's April 2, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a), LWDA Case No. LWDA-CM-1089910-25.

1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from

the Gross Settlement Amount in settlement of the Released PAGA Claims, in the amount of \$40,000.00, of which \$26,000.00 (sixty-five percent (65%)) shall be paid to the LWDA and \$14,000.00 (thirty-five percent (35%)) shall be paid to Aggrieved Employees.

1.34. "PAGA Period" means the period from April 2, 2024, through the earlier of the date of preliminary approval of this Settlement or sixty (60) days from March 3, 2026, whichever occurs first.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.36. "Plaintiff" means the named Plaintiff in the Action, Teresa De La Rosa.

1.37. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Released Class Claims" means the claims released as described in Paragraph 5.1.

1.39. "Released PAGA Claims" means the claims released as described in Paragraph 5.2.

1.40. "Released Parties" means Defendant, and each of its former, present, and future direct and indirect owners, parents, affiliated companies, divisions, related entities and subsidiaries, and all of their current, former, and future officers, directors, members, owners, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and legal representatives.

1.41. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement.

1.42. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an

Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.43. "Workweek" means any week in which a Class Member worked for Defendant for at least one day during the Class Period. Workweeks may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

2. RECITALS.

2.0. On April 2, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). The LWDA assigned Plaintiff's PAGA Notice case number LWDA-CM-1089910-25.

2.1. On April 2, 2025, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code, including: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

- 1 2.2. On June 9, 2025, Plaintiff filed a First Amended Class and Representative Action
2 Complaint against Defendant, which alleged a ninth individual and representative
3 cause of action for Civil Penalties under PAGA [Cal. Lab. Code § 2699, et seq.].
4 The administrative exhaustion period under PAGA expired without any notice from
5 the LWDA of intent to investigate the allegations in Plaintiff's PAGA Notice. To
6 date, the LWDA has not sought to intervene in the Action.
- 7 2.3. On March 3, 2026, the Parties participated in a mediation with experienced wage-
8 and-hour class and representative action mediator, Carl West, Esq. The Parties
9 reached an agreement in principle the same day.
- 10 2.4. Before mediation, Plaintiff obtained from Defendant, through informal but
11 extensive discovery, information sufficient to meaningfully evaluate the claims at
12 issue in the Action. The discovery included a sample of the time and corresponding
13 payroll records of approximately twenty percent (20%) of Class Members, the
14 employee handbooks and policies in effect during the Class Period, Plaintiff's
15 personnel file, and other Class Member data and documents. This investigation was
16 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
17 *Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
18 *Inc.* (2008) 168 Cal. App. 4th 116, 129-130.
- 19 2.5. As part of this evaluation, Class Counsel have conducted a diligent and thorough
20 investigation into the facts and claims alleged in the Action, including an extensive
21 review and analysis of the discovery. Based on their own independent investigation
22 and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on
23 the terms set forth in this Agreement is fair, reasonable, and adequate and in the
24 best interest of the Class and the LWDA considering all known facts and
25 circumstances, including the risk of significant delay, that Class claims have not
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1 been certified by the Court and may not be certified based on the defenses asserted
2 by Defendant, and on numerous potential appellate issues. Defendant denies all
3 liability and contends it complied with all applicable laws at all relevant times.

4 **3. MONETARY TERMS.**

5 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below,
6 Defendant will pay \$415,000.00 as the Gross Settlement Amount and all employer
7 payroll taxes owed on the Wage Portions of the Individual Class Payments, which
8 shall be paid separately. Defendant has no obligation to pay the Gross Settlement
9 Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this
10 Agreement. The Administrator will disburse the entire Gross Settlement Amount
11 without asking or requiring Participating Class Members or Aggrieved Employees
12 to submit any claim as a condition of payment. None of the Gross Settlement
13 Amount will revert to Defendant.

14 3.1. Payments from the Gross Settlement Amount. The Administrator will make and
15 deduct the following payments from the Gross Settlement Amount, in the amounts
16 specified by the Court in the Final Approval Order:

17 3.1.1. To Plaintiff: A Class Representative Service Award to the Class
18 Representative of not more than \$7,500.00, in addition to the Individual
19 Class Payment and Individual PAGA Payment the Class Representative is
20 entitled to receive as a Participating Class Member and Aggrieved
21 Employee. Defendant will not oppose Plaintiff's request for a Class
22 Representative Service Award that does not exceed this amount. Plaintiff
23 and/or Class Counsel will file a Motion supporting the Class Representative
24 Service Award no later than sixteen (16) court days before the Final
25 Approval Hearing. If the Court approves of a Class Representative Service
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Award that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Class Representative Service Award will not be a material term of the Settlement Agreement, and if the Court approves an award of less than the requested amount, such a change will not give rise to a basis to abrogate the Settlement Agreement. The Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant and Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount (\$138,333.33) and a Class Counsel Expenses Payment not to exceed the actual reasonable costs incurred, not to exceed \$20,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that the Court's approval of any request for attorneys' fees or litigation costs is not a

condition of the Settlement Agreement, and an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant and Released Parties harmless, and indemnifies Defendant and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$8,500.00 except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expenses Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$8,500.00 such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.1.4. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment 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 each Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.1.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties of \$40,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$26,000.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$14,000.00) allocated to the Individual PAGA Payments.

3.1.5.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA

Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.5.2. Tax Allocation of Individual PAGA Payments. Aggrieved

Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2. **Individual Settlement Payment.** In addition to the Gross Settlement Amount, Defendant will pay Plaintiff an Individual Settlement Payment of \$10,000.00 to resolve Plaintiff's individual, non-wage-related claims, inclusive of attorneys' fees and costs for those individual claims. The Parties will enter into a separate individual settlement agreement for Plaintiff's individual claims, to be reviewed and entered concurrently with this Settlement Agreement. Plaintiff will provide a section 1542 waiver. The Individual Settlement Payment is separate from and not part of the Gross Settlement Amount and is not subject to any deductions under this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. **Class Members, Workweeks, and Aggrieved Employee PAGA Pay Periods.** Based on a review of Defendant's records as of March 3, 2026, Defendant estimates that there are approximately 310 Class Members who collectively worked a total of approximately 20,050 Workweeks during the Class Period, and approximately 165

Aggrieved Employees who worked a total of approximately 4,133 PAGA Pay Periods during the PAGA Period.

4.1. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. The Class Data shall include, at a minimum, each Class Member's name, last-known mailing address, last-known telephone number, last-known email address, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, total number of Workweeks worked during the Class Period, and total number of PAGA Pay Periods worked during the PAGA Period. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within thirty (30) calendar days of the Final Approval Order or the Effective Date, whichever is later, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting

the funds into the Qualified Settlement Fund ("QSF") established and maintained by the Administrator.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees), including to those for whom their Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining their Individual Class Payment and Individual PAGA Payment. No Class Member is required to submit a

claim form as a condition of payment.

4.3.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a forwarding address. Within fourteen (14) calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided or, if none was provided, to an updated address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, or as requested by the Class Member prior to the Void Date.

4.3.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds represented by such checks in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, the uncashed funds shall be transmitted to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, in the name of each individual who failed to timely cash his or her check, until such time that he or she claims his or her property. A Participating Class Member and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California

Code of Civil Procedure section 384, subd. (b).

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS.

Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment with Defendant. Plaintiff understands she is releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement

1 is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all
2 necessary authority to enter into this Agreement and that Plaintiff has not
3 transferred any interest in any claims to any spouse or to any other third party.
4 Plaintiff likewise waives all rights and benefits afforded by California Civil Code
5 section 1542.

6 5.1.1. The Parties understand the word "claim(s)" to include all actions, complaints,
7 claims, and grievances, whether actual or potential, known or unknown, and
8 specifically but not exclusively, all claims arising out of or related to
9 Plaintiff's employment with Defendant, including, but not limited to, any
10 and all claims under the California Fair Employment and Housing Act, Title
11 VII, or any other statute, rule or regulation relating to Plaintiff's
12 employment with Defendant and under which Plaintiff has made a claim or
13 could make a claim against Defendant (collectively, "Plaintiff's Released
14 Claims"). Plaintiff's Released Claims shall not waive: (i) claims for
15 unemployment or workers' compensation benefits; (ii) any vested rights
16 Plaintiff has under ERISA-covered benefit plans as applicable on the date
17 Plaintiff signs this Agreement, and/or claims concerning such rights; (iii)
18 claims that may arise after Plaintiff signs this Agreement; or (iv) claims
19 which cannot be released by private agreement.

20 5.1.2. California Civil Code Section 1542 Waiver. For purposes of Plaintiff's
21 General Release, Plaintiff expressly waives and relinquishes the provisions,
22 rights, and benefits, if any, of California Civil Code section 1542, which
23 reads:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
25 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
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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.

5.2. Release by Participating Class Members. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, all Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint, under federal, state, and/or local law. This release includes, without limitation, release of all claims alleged in the First Amended Class and Representative Action Complaint for alleged failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197), failure to pay overtime compensation (Cal. Lab. Code §§ 510, 1194, and 1198), failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512), failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7), failure to indemnify necessary business expenses (Cal. Lab. Code § 2802), failure to timely pay final wages at termination (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate itemized wage statements (Cal. Lab. Code § 226), any violations of Business and Professions Code §§ 17200, et seq., and statutory penalties, interest, and attorneys' fees related thereto (collectively, the "Released Class Claims").

5.2.1. The Released Class Claims exclude claims not permitted by law to be

released and are limited to claims arising during the Class Period. The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Release by Aggrieved Employees. All Aggrieved Employees fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA (California Labor Code sections 2698, *et seq.*) that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint or the PAGA Notice filed with the LWDA on or about April 2, 2025 (LWDA Case No. LWDA-CM-1089910-25), including, but not limited to, civil penalties under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, the "Released PAGA Claims").

5.3.1. The Released PAGA Claims are limited to claims for civil penalties under PAGA arising during the PAGA Period and do not release any Aggrieved Employees' individual claims for wages or statutory penalties under the Labor Code. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Superior Court* (2009) 46 Cal.4th 969 and related cases, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and

1 regardless of whether he or she opted out of the class settlement.

2 Accordingly, Non-Participating Class Members who qualify as Aggrieved
3 Employees are bound by the release of Released PAGA Claims. The
4 Released PAGA Claims exclude claims not permitted by law to be released
5 and any claims arising outside the PAGA Period.

6 **6. SETTLEMENT ADMINISTRATION.**

7 6.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
8 Administrator and verified that, as a condition of appointment, the Administrator
9 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
10 specified in this Agreement in exchange for the Administration Expenses Payment.
11 The Parties and their respective counsel represent that they have no interest or
12 relationship, financial or otherwise, with the Administrator other than a professional
13 relationship arising out of prior experiences administering settlements.

14 6.2. Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax
16 withholdings and providing reports to state and federal tax authorities.

17 6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
19 Regulation section 468B-1, 26 C.F.R. sections 1.468B-1, *et seq.* The Parties agree
20 that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of
21 the Internal Revenue Code and Treasury Regulations section 1.468B-1, and shall be
22 administered by the Administrator as such. The Parties and Administrator shall treat
23 the QSF as coming into existence as a "Qualified Settlement Fund" on the earliest
24 date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election
25 statement shall be attached to the appropriate returns as required by law.
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6.4. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. The Class Data shall include, at a minimum, each Class Member's name, last-known mailing address, last-known telephone number, last-known email address, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, total number of Workweeks worked during the Class Period, total number of PAGA Pay Periods worked during the PAGA Period, and any other information needed by the Administrator to effectuate this Agreement. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information or contains errors and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.5. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.6. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.7. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.7.1. The deadlines for Class Members' Objections and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.7.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should

1 have been included in the Class Data and should have received Class
2 Notice, the Parties will expeditiously meet and confer in person or by
3 telephone, and in good faith, to agree on whether to include them as Class
4 Members. If the Parties agree, such person(s) will be Class Members
5 entitled to the same rights as other Class Members, and the Administrator
6 will send, via email or overnight delivery, a Class Notice requiring them to
7 exercise options under this Agreement no later than fourteen (14) calendar
8 days after receipt of the Class Notice, or the Response Deadline, whichever
9 date is later.

10 6.8. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45)
11 calendar days after the Administrator mails the Class Notice (plus an additional
12 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to
13 exclude themselves from the Settlement. A Class Member may exclude himself or
14 herself from the Settlement by mailing a Request for Exclusion to the
15 Administrator. The Request for Exclusion must be valid and timely. To be valid,
16 the Request for Exclusion must (1) include the Class Member's full name, address,
17 telephone number, and signature, and a written statement requesting to be excluded
18 from the Settlement; (2) state the case name and number of the Action (Teresa De
19 La Rosa v. Velocity Clinical Research, Inc., Case No. 25STCV09675); and (3) be
20 mailed to the specified physical address of the Administrator. To be timely, the
21 Request for Exclusion must be postmarked no later than the Response Deadline.
22 The postmark date will be the exclusive means of determining whether a Request
23 for Exclusion has been timely submitted.

24 6.8.1. A Class Member who does not submit a valid and timely Request for
25 Exclusion will be deemed a Participating Class Member and will be bound
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by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Administrator has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.2. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.8.3. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of

the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

6.9. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Administrator has the final authority to make decisions consistent

with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.10. Objections to Settlement.

6.10.1. Participating Class Members may object to the class action components of the Settlement, including, without limitation, contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Class Representative Service Award.

6.10.2. Participating Class Members may object by sending the Administrator a written Objection, which reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes and for the Administrator to contact the individual, if necessary, to clarify his or her Objection), and identifies the Action as Teresa De La Rosa v. Velocity Clinical Research, Inc., Case No. 25STCV09675. The written Objection must also be signed and dated by the Class Member or his/her legal representative. To be valid, the written Objection must be timely mailed and postmarked by the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

6.10.3. In the alternative and/or in addition to submitting a written Objection, Participating Class Members may appear, either personally or hire an attorney to appear on his or her behalf, in Court to present verbal objections at the Final Approval Hearing. It is not required that an objecting party,

1 either personally or through counsel, appear at the Final Approval Hearing
2 for any written Objection by that party to be considered. Additionally, it is
3 not required that an objecting party, either personally or through counsel,
4 file or serve, or to state in a written Objection, a notice of intention to
5 appear at the Final Approval Hearing.

6 6.10.4. If the Final Approval Hearing is continued to another date or time, the
7 Administrator will give notice to any Participating Class Member who
8 submitted an Objection.

9 6.10.5. Non-Participating Class Members have no right to object to any of the class
10 action components of the Settlement.

11 6.11. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
12 be performed or observed by the Administrator contained in this Agreement or
13 otherwise.

14 6.11.1. Website, Toll-Free Number and Email. The Administrator will establish,
15 maintain, and monitor a toll-free telephone number and email address to
16 receive Class Member inquiries and use an internet website to post
17 information of interest to Class Members, including the date, time, and
18 location for the Final Approval Hearing and how to obtain copies of the
19 Settlement Agreement, Motion for Preliminary Approval, Preliminary
20 Approval Order, Class Notice, Motion for Final Approval, and Final
21 Approval Order and Judgment.

22 6.11.2. Review of Opt-Outs and Objections. The Administrator shall promptly
23 review, on a rolling basis, Requests for Exclusion and written Objections to
24 ascertain their validity and timeliness.

25 6.12. Exclusion List. No later than five (5) business days after the expiration of the
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Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (the "Exclusion List"); (b) the names and other identifying information of Class Members who have submitted Objections, regardless of whether the objections are valid and timely; and (c) copies of all Requests for Exclusion and Objections submitted, regardless of whether the requests or objections are valid and timely.

6.13. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received (whether valid or invalid), Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Reports"). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

6.14. Administrator's Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members

and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.15. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. ESCALATOR CLAUSE.

7.1. It is estimated that Class Members worked approximately 20,050 Workweeks during the Class Period as of the March 3, 2026 mediation date. If the actual number of Workweeks during the Class Period exceeds 20,050 by more than 10% (i.e., if the actual number of Workweeks exceeds 22,055), Defendant in its sole discretion, shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above the 10% threshold (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) shortening the Class Period and PAGA Period to the date on which the cumulative Workweeks reach 22,055. Defendant shall be prepared to inform the Court of its election at the Preliminary Approval Hearing.

1 **8. DEFENDANT'S RIGHT TO WITHDRAW.**

2 8.1. Defendant will retain the right, in the exercise of its sole discretion, to nullify the
3 Settlement Agreement within thirty (30) days after expiration of the opt-out period,
4 if twenty percent (20%) or more of the Class Members opt out of this Agreement. If
5 Defendant exercises the right to nullify the Settlement Agreement, then the
6 Settlement Agreement shall be null and void ab initio, and Defendant shall pay the
7 cost of settlement administration incurred up to the date the Settlement Agreement
8 is nullified. The Parties shall do nothing to encourage or solicit Class Members to
9 opt out or object to this Agreement.

10 **9. COURT APPROVAL PROCESS.**

11 9.1. Preliminary Approval Responsibilities. Plaintiff and Class Counsel will prepare and
12 file all documents necessary for obtaining preliminary approval of the Settlement,
13 including: (i) a motion for preliminary approval that includes an analysis of the
14 Settlement's fairness, reasonableness, and adequacy and a request for approval of
15 the PAGA portion of the Settlement under California Labor Code section
16 2699(s)(2); (ii) a proposed Preliminary Approval Order approving the proposed
17 Class Notice; (iii) a signed declaration from the Administrator attaching its bid for
18 administering the Settlement and attesting to its willingness to serve, competency,
19 operative procedures for protecting the security of Class Data, amounts of insurance
20 coverage for any data breach, defalcation of funds, or other misfeasance, all facts
21 relevant to any actual or potential conflicts of interest with Class Members, and the
22 nature and extent of any financial relationship with Plaintiff, Class Counsel,
23 Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming
24 willingness and competency to serve as the Class Representative and disclosing all
25 facts relevant to any actual or potential conflicts of interest with Class Members
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and/or the Administrator; and (v) signed declarations from Class Counsel attesting to competency to represent Class Members, transmission to the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notice [Lab. Code § 2699.3(a)], the First Amended Class and Representative Action Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]), and all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

9.2. Defense Counsel Declarations. Within seven (7) calendar days of the full execution of this Agreement, Defense Counsel shall prepare and deliver to Class Counsel a signed declaration from Defense Counsel regarding any pending actions asserting claims that will be extinguished or adversely affected by the Settlement. Specifically, the declaration shall state whether Defense Counsel is aware of any class, representative, or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in the Action on behalf of a class or group of individuals some or all of whom would also be members of the Class defined in this Action and, if so, include the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of the case.

9.3. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

9.4. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval

of the Settlement that includes a request for approval of the PAGA portion of the Settlement under Labor Code section 2699(s)(2) and a proposed Final Approval Order and Judgment.

9.5. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.6. Duty to Cooperate. If the Court does not grant preliminary approval or final approval outright, or conditions approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.7. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h).

9.8. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal

from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.9. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval of the Settlement and entry of Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, so long as the Gross Settlement Amount remains unchanged.

9.10. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between Plaintiff and Defendant.

10. AMENDED JUDGMENT.

10.1. If any amended judgment is required under California Code of Civil Procedure

section 384, the Parties will work together in good faith to jointly prepare and submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

11.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or non-compliance with, federal, state, local, or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.3. Class Certification and Representative Manageability for Settlement Purposes Only. The Parties stipulate to provisional class certification and representative

1 treatment for purposes of settlement only. Absent final approval of the Settlement
2 Agreement, the Parties will not stipulate to class certification or representative
3 manageability, and no Party will be estopped as a result of any motion for
4 settlement approval. If final approval of the Settlement Agreement is not granted,
5 Defendant reserves all rights to oppose class certification and representative
6 treatment, and the Parties will revert to the positions they held before this
7 Agreement. The Parties stipulate to the payment set forth in this Agreement for
8 purposes of settlement only. If there is no judicial approval for the entirety of the
9 Settlement Agreement, then this Agreement shall be null and void, and no Party
10 will be estopped as a result of any motion for settlement approval.

11 11.4. No Press Releases or Advertisements. Neither Plaintiff, Class Members, Aggrieved
12 Employees, nor Class Counsel shall issue any press release or announcement of any
13 kind related in any way to the Settlement, including but not limited to
14 communications through any social media, unless so ordered by the Court or unless
15 the same would interfere with Class Counsel's ability to represent Class Members.
16 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
17 Settlement, whether oral, written, or electronic (including the World Wide Web and
18 social media), to say the Action has been resolved and that Plaintiff and Class
19 Counsel are satisfied with the Settlement terms. Nothing in this Paragraph is
20 intended to interfere with Class Counsel's duties and obligations to faithfully
21 discharge their duties as Class Counsel, including but not limited to: (1) as required
22 by law; (2) as required under the terms of the Settlement; and/or (3) as required
23 under Class Counsel's duties and responsibilities as Class Counsel. This Settlement
24 shall not be advertised or mentioned on any source, including Class Counsel's
25 personal or firm website or in any marketing materials.
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1 11.5. No Solicitation. The Parties separately agree that they and their respective counsel
2 and employees will not solicit any Class Member to opt out of or object to the
3 Settlement or appeal from the Judgment. Nothing in this Paragraph shall be
4 construed to restrict Class Counsel's ability to communicate with Class Members in
5 accordance with Class Counsel's ethical obligations owed to Class Members.

6 11.6. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
7 this Settlement is a fair, adequate, and reasonable settlement of the Action and have
8 arrived at this Agreement after arm's-length negotiations, including a mediation
9 before Carl West on March 3, 2026, and in the context of adversarial litigation,
10 taking into account all relevant factors, present and potential. The Parties further
11 acknowledge that they are each represented by competent counsel and that they
12 have had an opportunity to consult with their counsel regarding the fairness and
13 reasonableness of this Settlement.

14 11.7. Integrated Agreement. Upon execution by all Parties and their counsel, this
15 Agreement, together with its attached Exhibit, shall constitute the entire agreement
16 between the Parties relating to the Settlement, superseding any and all oral
17 representations, warranties, covenants, or inducements made to or by any Party.

18 11.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take
20 all appropriate action required or permitted to be taken by such Parties pursuant to
21 this Agreement to effectuate its terms, and to execute any other documents
22 reasonably required to effectuate the terms of this Agreement, including any
23 amendments to this Agreement.

24 11.9. Invalidity of Any Provision. Before declaring any provision of this Agreement
25 invalid, the Court will first attempt to construe the provision as valid to the fullest
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1 extent possible consistent with applicable precedents to define all provisions of this
2 Agreement as valid and enforceable. The Parties agree if any provision of this
3 Agreement is held to be illegal, invalid, or unenforceable, that provision will be
4 severed from and no longer be a part of this Agreement. The legality of the
5 Settlement and the remaining provisions will not be affected by a finding that any
6 provision of this Agreement is illegal, invalid, or unenforceable.

7 11.10. Waiver. No waiver of any condition or covenant contained in this Agreement or
8 failure to exercise a right or remedy by any of the Parties hereto will be considered
9 to imply or constitute a further waiver by such Party of the same or any other
10 condition, covenant, right, or remedy.

11 11.11. Cooperation. The Parties and their counsel will cooperate and use their best efforts,
12 in good faith, to implement the Settlement by, among other things, modifying the
13 Settlement Agreement, submitting supplemental evidence, and supplementing
14 points and authorities as requested by the Court. In the event the Parties are unable
15 to agree upon the form or content of any document necessary to implement the
16 Settlement, or on any modification of the Agreement that may become necessary to
17 implement the Settlement, the Parties will seek the assistance of a mediator and/or
18 the Court for resolution.

19 11.12. No Prior Assignments. The Parties separately represent and warrant that they have
20 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim,
22 demand, action, cause of action, or right released and discharged by the Party in this
23 Settlement.

24 11.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
25 providing any advice regarding taxes or taxability, nor shall anything in this
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Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.14. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

11.16. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

11.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.18. Confidentiality of Discovery. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Class Counsel shall destroy all paper and electronic versions

1 of Class Data received from Defendant unless, prior to the Court's discharge of the
2 Administrator's obligation, Defendant makes a written request to Class Counsel for
3 the return, rather than the destruction, of Class Data.

4 11.20. Headings. The descriptive heading of any section or Paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this
6 Agreement.

7 11.21. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
8 shall be to calendar days. In the event any date or deadline set forth in this
9 Agreement falls on a weekend or federal legal holiday, such date or deadline shall
10 be on the first business day thereafter.

11 11.22. Execution in Counterparts. This Agreement may be executed in one or more
12 counterparts by facsimile, electronically (i.e., DocuSign, Adobe), or email, which
13 for purposes of this Agreement shall be accepted as an original. All executed
14 counterparts and each of them will be deemed to be one and the same instrument if
15 counsel for the Parties will exchange between themselves signed counterparts. Any
16 executed counterpart will be admissible in evidence to prove the existence and
17 contents of this Agreement.

18 11.23. Binding Agreement. The Parties warrant that they understand and have full authority
19 to enter into this Settlement, intend that this Agreement will be fully enforceable
20 and binding on all Parties, and agree that it will be admissible and subject to
21 disclosure in any proceeding to enforce its terms, notwithstanding any mediation
22 confidentiality provisions that otherwise might apply under federal or state law.
23 Plaintiff, and not her representative(s), must personally execute this Agreement. An
24 authorized officer of Defendant must execute this Agreement on behalf of
25 Defendant. This Agreement shall become binding and enforceable pursuant to
26
27

California Code of Civil Procedure section 664.6.

11.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 7/9/2026

Signed by:

09252BD4EB2D4BC...

By: _____
Teresa De La Rosa, Plaintiff

Plaintiff's Counsel:

Dated: 7/14/2026

MOON LAW GROUP, PC

By:  _____
Kane Moon
Allen Feghali
Enzo Nabiev
Michael E. Braud
Attorneys for Plaintiff, Teresa De La Rosa

Defendant:

Dated: _____, 2026

VELOCITY CLINICAL RESEARCH, INC.

By: _____
Print Name: Mike Zaranek
Title: Chief Financial Officer

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Teresa De La Rosa, Plaintiff

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Enzo Nabiev
Michael E. Braud
Attorneys for Plaintiff, Teresa De La Rosa

Defendant:

Dated: August 18 , 2026

VELOCITY CLINICAL RESEARCH, INC.

By: _____
DocuSigned by:
Mike Zaranek
DBF098688371497...
Print Name: Mike Zaranek
Title: Chief Financial Officer

Defendant's Counsel:

Dated: August 18, 2026

GORDON REES SCULLY MANSUKHANI,



By: _____

Dina S. Gluckman

Emilie MacLean

Attorneys for Defendant, Velocity Clinical
Research, Inc.

Exhibit A

COURT-APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Teresa De La Rosa v. Velocity Clinical Research, Inc.
Superior Court of California, County of Los Angeles, Case No. 25STCV09675

NOTICE: All current and former hourly-paid employees of Velocity Clinical Research, Inc. who worked in California at any time from April 2, 2021, to [XXXXXXXXXXXXX].

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Class Settlement and PAGA Settlement, if finally approved. You will release all claims covered by the Settlement. No action is required to receive your share of this Settlement.
EXCLUDE YOURSELF	You will not receive a payment from the Class Settlement. If you exclude yourself from the Class Settlement, you may not submit an objection. However, you will still receive your PAGA payment and release PAGA claims even if you opt out.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from the Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the reported number is incorrect.
OBJECT	You may object to the Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why Did I Receive This Notice?

The California Superior Court of Los Angeles County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Teresa De La Rosa ("Plaintiff") and Defendant Velocity Clinical Research, Inc. ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Settlement Class" is comprised of "all individuals who worked for any Defendant in California as hourly, nonexempt employees at any time between April 2, 2021, and the date of preliminary approval of this settlement, or sixty (60) days from the March 3, 2026, mediation, whichever occurs first" ("Class Members"). This time period is referred to as the "Class Period."

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all individuals who worked for any Defendant in California as hourly, nonexempt employees at any time between April 2, 2024, and the date of preliminary approval of this settlement, or sixty (60) days from the March 3, 2026, mediation, whichever occurs first." This time period is referred to as the "PAGA Period."

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights,

what payments may be available to you, and how to get them.

2. *What is this case about?*

On April 2, 2025, Plaintiff Teresa De La Rosa filed a Class Action Complaint against Defendant in the Superior Court of California, County of Los Angeles, Case No. 25STCV09675 (the "Action"). On June 9, 2025, Plaintiff filed a First Amended Class Action and Representative Action Complaint, adding a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). On March 3, 2026, the Parties attended mediation and reached an agreement in principle to settle the Action.

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide compliant meal periods or compensation in lieu thereof; (4) failure to authorize and permit compliant rest breaks or compensation in lieu thereof; (5) failure to indemnify necessary business expenses incurred by employees in the discharge of their duties; (6) failure to timely pay all wages due upon termination or resignation; (7) failure to provide accurate itemized wage statements; (8) unfair business practices in violation of California Business and Professions Code sections 17200 et seq.; and (9) civil penalties under PAGA based on the foregoing allegations.

Defendant denies all of these allegations and maintains that it has treated, and continues to treat, Class Members in accordance with all applicable laws. Defendant contends it fully complied with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all other applicable laws at all times.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. By preliminarily approving the Settlement, the Court is not suggesting which side would win or lose if the case went to trial. Rather, the Court has determined only that there is sufficient evidence to conclude, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination will be made at the Final Approval Hearing. Defendant reserves all rights to contest the claims and any class certification if, for any reason, the Settlement does not become final.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff

Kane Moon
Allen Feghali
Enzo Nabiev

MOON LAW GROUP, PC

725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com

Defendant is represented by the following attorneys:

Attorneys for Defendant

Dina S. Gluckman

Alexander K. Spellman

**GORDON REES SCULLY MANSUKHANI,
LLP**

633 West Fifth Street, 52nd Floor

Los Angeles, California 90071

Telephone: (213) 576-5000

Facsimile: (213) 680-4470

Email: dgluckman@grsm.com;

aspellman@grsm.com

4. How much is the Settlement for and how can I expect to receive?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$415,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

The following amounts will be paid from the GSA:

- A Class Counsel Fees Payment not to exceed one-third (i.e., \$138,333.33) of the GSA for reimbursement of Class Counsel's reasonable attorneys' fees incurred to prosecute the Action;
- A Class Counsel Litigation Costs Payment not to exceed \$20,000.00 for reimbursement of Class Counsel's actual reasonable litigation costs incurred to prosecute the Action;
- A Class Representative Enhancement Award not to exceed \$7,500.00 to Plaintiff Teresa De La Rosa for her service as the Class Representative;
- An Administrator Expenses Payment not to exceed \$8,500.00 for reimbursement of the Administrator's reasonable fees and expenses;
- PAGA Penalties in the amount of \$40,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA, with 65% (i.e., \$26,000.00) to be paid to the LWDA and the remaining 35% (i.e., \$14,000.00) to be distributed to Aggrieved Employees through Individual PAGA Payments.

Net Settlement Amount: The amount remaining from the GSA after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

Participating Class Members are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement.

Defendant's records indicate that you worked approximately [REDACTED] **Workweeks**. Accordingly, your Individual Class Payment is estimated to be \$[REDACTED]. Depending on rulings from the Court that might affect the GSA, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings.

Individual PAGA Payment: A total of Fourteen Thousand Dollars (\$14,000.00) of the GSA has been allocated to Individual PAGA Payments. Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods, as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods");
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

Defendant's records indicate that you worked approximately [REDACTED] **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be \$[REDACTED]. Depending on rulings from the Court that might affect the GSA, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Tax Treatment: For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and other non-wage related payments and reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the GSA, Defendant will pay all employer-side payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts they receive.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the number of Workweeks and/or PAGA Pay Periods shown above is correct, you do not need to do anything to receive your payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute to the Administrator.

Your dispute must (1) state your name, address, and telephone number; (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; (3) explain why you believe the number credited to you is incorrect; and (4) attach supporting documentation (for example, pay stubs or other employment records) showing the number of Workweeks and/or PAGA Pay Periods you contend you worked.

Your dispute must be postmarked or emailed no later than [DISPUTE DEADLINE] and sent to the Administrator at the following address:

[SETTLEMENT ADMINISTRATOR_NAME]
[SETTLEMENT ADMINISTRATOR_ADDRESS]

Email: [SETTLEMENT_ADMINISTRATOR_EMAIL]

The Administrator will review the information you provide and make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. *Option 1: Do Nothing*

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the Settlement, and you will release all claims covered by the Settlement (as described below). No action is required to receive your payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

7. *Option 2: Object to the Settlement*

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Teresa De La Rosa v. Velocity Clinical Research, Inc.*, Los Angeles County Superior Court Case No. 25STCV09675); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than [OBJECTION_DEADLINE]. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

[SETTLEMENT_ADMINISTRATOR_NAME]
[SETTLEMENT_ADMINISTRATOR_ADDRESS]
Email: [SETTLEMENT_ADMINISTRATOR_EMAIL]

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for [FINAL_APPROVAL_HEARING_DATE], at [FINAL_APPROVAL_HEARING_TIME] in Department 6 of the Superior Court of California, County

of Los Angeles, [COURTHOUSE ADDRESS]. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

8. *Option 3: Exclude Yourself from the Settlement*

Note: You cannot opt out of the PAGA portion of the Settlement. Even if you exclude yourself from the Class Settlement, you will still receive your Individual PAGA Payment and release PAGA claims.

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Teresa De La Rosa v. Velocity Clinical Research, Inc.*, Los Angeles County Superior Court Case No. 25STCV09675); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than [EXCLUSION DEADLINE]. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

[SETTLEMENT ADMINISTRATOR NAME]
[SETTLEMENT ADMINISTRATOR ADDRESS]
Email: [SETTLEMENT ADMINISTRATOR EMAIL]

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, will not be eligible to object to the terms of the Settlement, and will not be bound by the Released Class Claims.

Note: You cannot opt out of the PAGA portion of the Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

9. *Final Approval Hearing*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **[FINAL APPROVAL HEARING DATE]**, at **[FINAL APPROVAL HEARING TIME]** in Department 6 of the Superior Court of California, County of Los Angeles, located at **[COURTHOUSE ADDRESS]**.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 6 at **[COURT CLERK PHONE]** for instructions on how to remotely appear or verify the hearing date and time.

10. Can I be retaliated against for participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

11. What claims are being released as part of the Settlement?

Released Class Claims by Participating Class Members: As of the date Defendant fully funds the entire Gross Settlement Amount and all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, all Participating Class Members (Class Members who do not opt out of the Settlement) will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Class Claims" means all causes of action and claims that were alleged in the First Amended Class and Representative Action Complaint filed in this Action or that reasonably could have been alleged based on the facts and legal theories contained in the First Amended Class and Representative Action Complaint during the Class Period, including all of the following claims for relief: (i) failure to pay minimum wages, including all straight time wages and overtime wages due; (ii) failure to pay overtime compensation; (iii) failure to provide compliant meal periods or compensation in lieu thereof; (iv) failure to authorize and permit compliant rest breaks or compensation in lieu thereof; (v) failure to indemnify or reimburse necessary business expenses incurred in the discharge of employment duties; (vi) failure to timely pay all wages due at the time of termination or resignation, including waiting time penalties; (vii) failure to provide complete, accurate itemized wage statements; (viii) unfair business practices under California Business and Professions Code sections 17200 et seq.; (ix) statutory penalties of any nature; (x) interest; (xi) attorneys' fees and costs; and (xii) any other claims arising out of or related to the Complaint filed in this Action during the Class Period.

The Released Class Claims expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance benefits, disability benefits, social security benefits, workers' compensation benefits, and all claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: As of the date Defendant fully funds the entire Gross Settlement Amount and all employer-side payroll taxes owed on the wage portions of the Individual Class

Payments, Plaintiff, the LWDA, and all Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims.

"Released PAGA Claims" means all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the First Amended Class and Representative Action Complaint and/or Plaintiff's PAGA notice letter to the LWDA dated April 2, 2025, or that reasonably could have been alleged based on the facts and legal theories contained in the First Amended Class and Representative Action Complaint and/or Plaintiff's PAGA notice letter during the PAGA Period, including claims for civil penalties under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1198, 2699, and 2802. The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

In light of the binding nature of a PAGA judgment on non-party employees pursuant to California law, Aggrieved Employees who exclude themselves from the class action component of the Settlement shall nonetheless receive an Individual PAGA Payment and shall have released the Released PAGA Claims. AGGRIEVED EMPLOYEES CANNOT OPT OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT OUT OF THE CLASS SETTLEMENT.

Effective Date of Releases: The Released Class Claims and Released PAGA Claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-side payroll taxes.

Released Parties: "Released Parties" means Defendant Velocity Clinical Research, Inc., together with each of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and legal representatives.

12. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Settlement Administrator will also replace any tax forms (Form W-2 or Form 1099) that you have lost. To request a replacement check or tax forms, contact the Settlement Administrator at the address and contact information listed below.

Checks will be valid for one hundred and eighty (180) days. After the Void Date, the Settlement Administrator will cancel your check and transmit the funds in accordance with California Code of Civil Procedure section 384. Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator at the contact information below or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

Settlement Administrator Contact Information:

[SETTLEMENT ADMINISTRATOR NAME]
[SETTLEMENT ADMINISTRATOR ADDRESS]
[SETTLEMENT ADMINISTRATOR PHONE]
Email: [SETTLEMENT ADMINISTRATOR EMAIL]

13. How can I get more information?

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as an exhibit to Plaintiff's Motion for Preliminary Approval of Class and PAGA Settlement.

This Notice contains a summary of the basic terms of the Settlement. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Superior Court of California, County of Los Angeles, located at [COURTHOUSE_ADDRESS]. You may also access the records online at: [ONLINE_ACCESS_INFORMATION].

The case name and number is: *Teresa De La Rosa v. Velocity Clinical Research, Inc.*, Los Angeles County Superior Court Case No. 25STCV09675.

If you need more information or have any questions, you may contact the attorneys for the Parties at the contact information provided above in Section 3.

You may also contact the Settlement Administrator at the following contact information:

Teresa De La Rosa v. Velocity Clinical Research, Inc.
c/o [SETTLEMENT_ADMINISTRATOR_NAME]
[SETTLEMENT_ADMINISTRATOR_ADDRESS]
[SETTLEMENT_ADMINISTRATOR_PHONE]
Email: [SETTLEMENT_ADMINISTRATOR_EMAIL]

**PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION
REGARDING THIS NOTICE.**