

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE

State of California ex rel. Shari Wilson, as a Private Attorney General v. Getlabs, Inc., a Delaware corporation; Getlabs California P.C., a California corporation; and Does 1 through 50, inclusive

(Superior Court of the County of Alameda, case number 25CV141947,
filed on September 10, 2025)

This Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the PAGA Action, as defined below. All definitions below apply throughout this Settlement Agreement.

In consideration of the promises and warranties set forth in this Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiff, individually on behalf of herself and on behalf of the PAGA Members and LWDA interests, on the one hand, and Defendants on the other hand, agree that the PAGA Action shall be finally and fully settled on the terms and conditions set forth in this Settlement Agreement.

This Settlement Agreement is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Named Plaintiff, the PAGA Members, and the LWDA.

A. PARTIES AND SCOPE

1. “Named Plaintiff” means Plaintiff Shari Wilson.
2. “Defendants” mean, collectively, Getlabs, Inc. and Getlabs California P.C. as named by Plaintiff in the operative PAGA complaint.
3. “The Parties” means Named Plaintiff and Defendants, collectively.
4. “The PAGA Action” means *State of California ex rel. Shari Wilson, as a Private Attorney General v. Getlabs, Inc., a Delaware corporation; Getlabs California P.C., a California corporation; and Does 1 through 50, inclusive* (Alameda County Superior Court case number 25CV141947).
5. “The Complaint” means the operative pleading filed in the PAGA Action.
6. “PAGA Period” means the period of time beginning on May 28, 2024, and up to and including the date the Court grants approval of the Settlement Agreement.
7. “PAGA Member” or “PAGA Members” means all persons who are employed or have been employed by Defendants in the state of California as non-exempt employees during the PAGA Period.

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B. ESSENTIAL MONETARY TERMS

8. “Gross Settlement Amount” (“GSA”) means the amount of Two Hundred Thousand Dollars and Zero Cents (**\$200,000.00**) that Defendants will pay if the Court approves the Settlement Agreement, and the Effective Date occurs. The GSA will be deposited into an escrow account created by the Settlement Administrator for this Settlement (“Settlement Fund Account”) to fund: (a) the Net Settlement Amount; (b) the award of Attorney’s Fees; (c) the award of Attorney’s Costs; (d) Plaintiff’s Incentive Payment; and (e) the Settlement Administration Expenses.

9. “Net Settlement Amount” means the GSA minus (a) the award of Attorney’s Fees; (b) the award of Attorney’s Costs; (c) Plaintiff’s Incentive Payment; and (d) the Settlement Administration Expenses. The Net Settlement Amount shall be allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 65% to the California Labor and Workforce Development Agency (“LWDA”) and 35% to PAGA Members.

10. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to PAGA Members’ Counsel for the services they have rendered and will render to the PAGA Members in the PAGA Action, and which shall not exceed Thirty Percent (30%) of the GSA or \$60,000.00. This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of the Settlement Agreement, including addressing any opposition to approval raised and handling any appeals opposing approval. Attorneys’ Fees will be funded by the GSA and any attorneys’ fees not approved by the Court shall become part of the Net Settlement Amount.

11. “Attorneys’ Costs” means such litigation costs as the Court may award to PAGA Members’ Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the PAGA Action, and in administration of the Settlement, and which shall not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court’s approval of the Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Costs will be funded by the GSA and any attorneys’ costs not approved by the Court shall become part of the Net Settlement Amount.

12. “Plaintiff’s Incentive Payment” means such compensation as the Court may award to Named Plaintiff for her efforts during the PAGA Action, which shall not exceed Five Thousand Dollars and Zero Cents (**\$5,000.00**). Plaintiff’s Incentive Payment will be funded by the GSA and shall be in addition to any Individual PAGA Payment issued to Named Plaintiff. Any amount of Plaintiff’s Incentive Payment not approved by the Court shall become part of the Net Settlement

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Amount.

13. “Settlement Administration Expenses” means the amount from the GSA which shall be allocated, subject to the Court’s approval, to the Settlement Administrator, Phoenix Class Action Administration Solutions (“Phoenix”), for its reasonable fees and expenses related to services rendered in administering the settlement of the PAGA Action. To the extent that the Settlement Administration Expenses are ultimately less than the amount of the quote provided by Phoenix or are not approved by the Court, the remainder shall become part of the Net Settlement Amount.

C. ADDITIONAL DEFINITIONS

14. “Settlement Agreement,” “Settlement”, or “Agreement” means this Joint Stipulation of PAGA Settlement and Release.

15. “Court” means Alameda County Superior Court, where the PAGA Action is currently pending.

16. “PAGA Member List” means a Microsoft Excel spreadsheet containing the list of full names, last known home addresses, Social Security numbers, and total number of pay periods worked during the PAGA Period, and any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

17. “Settlement Notice” means the form of notice that will be sent to each PAGA Member accompanying their Individual PAGA Payment, which is attached as **Exhibit A**.

18. “LWDA Payment” means sixty-five percent (65%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

19. “PAGA Member Settlement Fund” means thirty-five percent (35%) of the Net Settlement Amount. Individual PAGA Payments will be made to the PAGA Members from the PAGA Member Settlement Fund.

20. “Individual PAGA Payment” means the portion of the PAGA Member Settlement Fund allocated to each PAGA Member. Individual PAGA Payments will be calculated proportionately for each PAGA Member based on the number of pay periods each PAGA Member worked during the PAGA Period in relation to other PAGA Members.

21. “Total PAGA Pay Periods” means the sum of all pay periods worked by all PAGA Members in California during the PAGA Period.

22. “Void Date” means the 181st day after issuance of Individual PAGA Payments to PAGA Members, upon which the payment checks will no longer be valid and negotiable.

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23. “Defense Counsel” means Littler Mendelson, P.C.
24. “PAGA Members’ Counsel” means Protection Law Group, LLP.
25. “Settlement Administrator” means Phoenix, a third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering the Settlement.
26. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.
27. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of the Settlement Agreement, from which all monies payable under the terms of the Settlement Agreement shall be paid, as set forth herein.

D. RELEASES

28. “Released Parties” means Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, predecessors, successors, acquired entities, and related entities, as well as each of their past, present, and future officers, directors, employees, managers, partners, members, owners, investors, shareholders, administrators, divisions, assigns, joint venturers, agents, insurers, reinsurers, any individual or entity that could be jointly liable with Defendants, fiduciaries, trustees, attorneys, agents, and any individual or entity that could be potentially or allegedly be considered joint employers, common law employers, co-employers, or dual employers.

29. “Released PAGA Claims” means all claims for penalties under the Private Attorneys General Act that were alleged or which reasonably could have been alleged during the PAGA Period based on the facts alleged in the PAGA Complaint and/or Notices submitted to the LWDA, including any claims for penalties under PAGA arising from allegations regarding unpaid wages, including unpaid minimum wages, unpaid overtime or double time wages, unpaid off the clock compensation, premiums for missed meal periods or rest breaks, straight wages, correct rates of pay, rounding or regular rate of pay (Labor Code (“Lab. C.”) §§ 204, 226.7, 510, 512, 512(a), 558, 1194, 1197, 1197.1, 1198 *et seq.*, 1199; Industrial Welfare Commission Wage Order (“IWC Wage Order”) No. 15); failure to provide meal period or premium pay, including at the regular rate of pay (Lab. C. §§ 226.7, 512, 512(a), 558, 1198, 1199, and 2699 *et seq.*; IWC Wage Order No. 15); failure to provide rest breaks or premium pay, including at the regular rate of pay (Lab. C. §§ 226.7, 512, 558, 1198, 1199, and 2699 *et seq.*; IWC Wage Order No. 15); failure to timely pay wages, including final wages and wages during employment (Lab. C. §§ 201-204; 204(a), 210, 1199, and 2699 *et seq.*); inaccurate wage statements (Lab. C. §§ 226, 226(a), and 226.3; IWC Wage Order No. 15); failure to maintain accurate records, including records relating to work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates (Lab. C. §§ 1174(d), 1174.5, 1198.5, and 2699 *et seq.*; IWC Wage Order No

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15); penalties (Lab. C. §§ 210, 226, 226.3, 558, 1174.5, 1197.1, and 2699 *et seq.*; Cal. Code of Regulations Title section 11010) or penalties arising from a failure to pay premiums in connection with any of the preceding claims, as well as any claims recoverable under PAGA and arising under the California Labor Code, California Industrial Welfare Commission's Wage Orders, the California Code of Regulations, or the California common law, and reasonably related to the factual allegations in the PAGA Notice and Complaint,.

30. Release by PAGA Members. Upon the Effective Date, Named Plaintiff, on behalf of herself, the State of California, and all PAGA Members, releases the Released Parties from all Released PAGA Claims for civil penalties during the PAGA Period. PAGA Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims, but upon the Effective Date, PAGA Members shall be deemed to have, and by operation of the order approving the Settlement Agreement, shall have, fully, finally, and forever settled and released any and all of the Released PAGA Claims during the PAGA Period, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released PAGA Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released PAGA Claims during the PAGA Period.

31. General Release by Named Plaintiff. In addition to the Released PAGA Claims discussed above, as of the Effective Date, Named Plaintiff, for and on herself and her agents, heirs, executors, administrators, and assigns ("Releasing Parties"), hereby unconditionally waives, releases and forever discharges the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys' fees and costs) of any nature whatsoever, whether based in contract, statute, or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of the Settlement Agreement, including without limitation: (i) any and all claims actually alleged or which could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with, Named Plaintiff's employment with Defendants or any of the Released Parties; (ii) any and all claims relating to or arising from Named Plaintiff's relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, meal periods, rest breaks, premium payments, wage statements, maintenance of records, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any alleged other tort, contract, common law, constitutional or statutory violation, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as

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prohibited by applicable law), the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, et seq., California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA ("Individually Released Claims").

Named Plaintiff also waives any and all rights conferred upon her under Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

E. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

32. Defendants will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

33. "Funding Date" means the date that is ten (10) days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

34. "Effective Date" means the fifth (5th) business day after all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the Court has granted approval of the Settlement Agreement and entered an approval order and judgment approving the Agreement; and (iii) the later of the following events: (a) five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the court grants approval and enters judgment); or (b) if any

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appeal, writ, or other appellate proceeding opposing approval has been filed within that timeframe, five (5) calendar days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until entry of the Alameda Superior Court's approval order and judgment, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then the Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund the Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding.

F. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

35. The Parties agree that in accordance with *Turrieta v. Lyft, Inc.* there is no right for any PAGA Member to object, opt-out, or otherwise exclude himself or herself from this Settlement, but that it is within the Court's discretion to hear and consider potential objections. Nor is there any right for any PAGA Member to dispute the value of the Individual PAGA Payment. The Parties further agree there is no right or opportunity for any objecting PAGA Member to appeal the approval by the Court of this Settlement. The Parties will jointly defend against any appeal taken by any PAGA Member, entity, or agency of the Court's approval of this Settlement. Except as otherwise stated, Named Plaintiff will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to, or opt-out, of this settlement.

G. NOTIFICATION AND ADMINISTRATION PROCESS

36. Settlement Administrator. Upon entry by the Court of an order granting approval of the Settlement Agreement, the Parties will retain Phoenix as the Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Settlement Notice to PAGA Members; disbursing payments of PAGA Members' Counsel's Fees and PAGA Members' Counsel's Costs; disbursing the Plaintiff's Incentive Payment to Named Plaintiff; disbursing payment to the LWDA consisting of sixty-five percent (65%) of the Net Settlement Amount; printing and providing PAGA Members, Named Plaintiff, and PAGA Members' Counsel with IRS Forms as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Named Plaintiff, the LWDA, PAGA Members' Counsel or any

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PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Expenses.

37. PAGA Member List. Within fifteen (15) calendar days after the date on which the Court enters an order granting approval of the Settlement Agreement, Defendants will provide the Settlement Administrator with the PAGA Member List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

H. DISBURSEMENT OF GROSS SETTLEMENT AMOUNT

38. Payment of PAGA Members' Counsel's Attorney's Fees and Attorney's Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to PAGA Members' Counsel. PAGA Members' Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs, before payments for Attorney's Fees and Attorney's Costs are issued to PAGA Members' Counsel. The Settlement Administrator shall issue IRS Form(s) 1099 to PAGA Members' Counsel for the payments made pursuant to this paragraph. Defendants' payment of the Attorney's Fees and Attorney's Costs through the Gross Settlement Amount shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to PAGA Members' Counsel. The Parties further agree that PAGA Members' Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the PAGA Action by all attorneys working on behalf of Named Plaintiff and/or PAGA Members.

39. Payment of Plaintiff's Incentive Payment. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Plaintiff's Incentive Payment to Named Plaintiff.

40. Settlement Administration Expenses. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the

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Court-approved Settlement Administration Expenses.

41. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for sixty-five percent (65%) of the Net Settlement Amount.

42. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Members' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

43. Calculation of Individual PAGA Payments.

a. All PAGA Members will receive an Individual PAGA Payment. The amount of each PAGA Member's Individual PAGA Payment will be calculated based on the total number of pay periods each PAGA Member actively worked as a non-exempt employee in California during the PAGA Period.

b. To establish the PAGA Period Pay Period Value, the Settlement Administrator will first determine the Total PAGA Pay Periods for all PAGA Members from the PAGA Member List.

c. The Settlement Administrator will divide the PAGA Member Settlement Fund (*i.e.* 35% of the Net Settlement Amount) by the Total PAGA Pay Periods to yield the "PAGA Workweek Value", and multiple each PAGA Member's individual PAGA pay period(s) by the PAGA Workweek Value to yield each PAGA Member's Individual PAGA Payment.

I. ESCALATOR CLAUSE

44. Escalator Clause. In the event that the total number of pay periods worked by all PAGA Members during the PAGA Period exceeds 2,176 pay periods, Defendants will have the choice to either: (a) cut off the end date for the PAGA Period as of the date the number of pay periods reaches the 10% threshold or 2,394 pay periods; or (b) increase the Net Settlement Amount in proportion to the percent increase above the 10% threshold (*i.e.*, increases the Gross Settlement Amount by the percentage increase in pay periods above the escalator clause's threshold).

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J. TAX PROVISIONS

45. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

46. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, PAGA Members, and PAGA Members' Counsel, IRS forms as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

47. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

48. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the acknowledging party, an "Other Party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendants, Defense Counsel, Named Plaintiff, and PAGA Members' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiff and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

49. Taxes or Penalties Assessed. Named Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendants, Defense Counsel, the Released Parties, and the Settlement Administrator free and

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harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

K. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

50. This is an all-in, cash settlement with no possibility of reversion to Defendants.

51. Any settlement checks that remain uncashed one hundred and eighty (180) days after distribution of the Net Settlement Amount shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code §1500, *et seq.*, to be held in trust for those PAGA Members who did not timely cash their Settlement checks. The Parties agree that this disposition results in no “unpaid residue” under California Code of Civil Procedure §384, as all payments to the PAGA Members will be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts.

52. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. PAGA Members’ Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

L. MISCELLANEOUS PROVISIONS

53. The Parties will work cooperatively to secure a prompt and final resolution of the PAGA Action consistent with the terms of this Settlement Agreement, including but not limited to, obtaining Court approval of this Settlement and executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Court fails to approve this Settlement for any reason, the Parties agree to meet and confer in good faith in an attempt to reach a settlement that will be approved by the Court. This may include, but is not limited to, participating in mediation again.

54. LWDA Notice. Pursuant to California Labor Code §2699(s)(2), Named Plaintiff will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Approval Motion. PAGA Members’ Counsel will also file a declaration in support of Named Plaintiff’s Approval Motion confirming that PAGA Members’ Counsel has submitted the Settlement Agreement to the LWDA in compliance with Labor Code §2699(s)(2). Pursuant to California Labor Code §2699(s)(3), a copy of the Court’s judgment and any other order issued in connection with this Settlement Agreement shall be submitted by PAGA Members’ Counsel to the LWDA within ten (10) days after entry of the judgment or order.

55. The Parties agree that the PAGA Action and all discovery in the PAGA Action will remain stayed.

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56. No Admission of Liability. This Settlement Agreement is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Named Plaintiff or the PAGA Members. This Settlement Agreement shall not constitute an admission of liability or the accuracy of any allegation made by Plaintiff or PAGA Members' Counsel.

57. Publicity. Named Plaintiff and PAGA Members' Counsel will not communicate the facts of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. Named Plaintiff and PAGA Members' Counsel will not publish the facts of, or terms of, the Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public. The Parties and their counsel also agree to keep the terms of the Settlement confidential until the filing of Named Plaintiff's motion for approval of the Settlement.

58. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under California Code of Civil Procedure §664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in the Settlement Agreement. In the event that any party breaches any terms of this Settlement, and an action is brought to enforce the terms of the Settlement, the prevailing party in any enforcement action shall be entitled to recover their attorneys' fees and costs.

59. The Parties' settlement is expressly conditioned upon the Court's approval of the Settlement.

60. The Settlement Administrator shall also provide any and all required notices, mailings, and reporting related to the settlement process, funding, and distribution.

61. No Effect on Employee Benefits. Amounts paid to Named Plaintiff and PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

62. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

63. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE - State of California ex rel. Shari Wilson, as a Private Attorney General v. Getlabs, Inc., a Delaware corporation; Getlabs California P.C., a California corporation; and Does 1 through 50, inclusive, Alameda County Superior Court case number 25CV141947)

64. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits. No other prior or contemporaneous written or oral agreements can be deemed binding on the Parties.

65. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

66. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendants. Named Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement Agreement to a third party.

67. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

68. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

69. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

70. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

71. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

72. Captions. The captions and paragraph numbers in this Agreement are inserted for

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE - State of California ex rel. Shari Wilson, as a Private Attorney General v. Getlabs, Inc., a Delaware corporation; Getlabs California P.C., a California corporation; and Does 1 through 50, inclusive, Alameda County Superior Court case number 25CV141947)

the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

73. **Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

74. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

75. The Parties each acknowledge and agree that they have read and fully understand the contents of this Settlement Agreement, that they have been represented by counsel, and that they have had the time and opportunity to receive the advice of counsel in entering into this Settlement and Settlement Agreement.

Dated: 06/20/2026

Signature: 
Shari Wilson (Jun 20, 2026 16:26:19 PDT)
Email: sharibcangelwilson@gmail.com

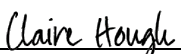
Plaintiff Shari Wilson

Dated: 6/25/2026

DocuSigned by:

2F56CCTB70D149C
Defendant Getlabs, Inc.
By: Claire Hough
Chief Executive Officer on behalf of Getlabs, Inc.

Dated: 6/25/2026

DocuSigned by:

2F56CCTB70D149C
Defendant Getlabs California P.C.
By: Claire Hough
Chief Executive Officer on behalf of Getlabs California P.C.

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE - State of California ex rel. Shari Wilson, as a Private Attorney General v. Getlabs, Inc., a Delaware corporation; Getlabs California P.C., a California corporation; and Does 1 through 50, inclusive, Alameda County Superior Court case number 25CV141947)

APPROVED AS TO FORM:

Dated: June 22, 2026



Protection Law Group
Counsel for Plaintiff Shari Wilson

Dated: June 29, 2026



Littler Mendelson P.C.
Counsel for Defendants Getlabs, Inc. and Getlabs
California P.C.

EXHIBIT A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

State of California ex rel. Shari Wilson v. Getlabs, Inc. et al.
Alameda County Superior Court Case No. 25CV141947

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

[Name]
[Address Line 1]
[Address Line 2]

Dear [Name]:

You are receiving this Notice because the Superior Court for the State of California, County of Alameda has granted approval of a settlement in the above-referenced matter ("Settlement"). Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement ("Notice") carefully.

What Is This Lawsuit About?

In the Lawsuit, Plaintiff Shari Wilson ("Plaintiff") asserted claims for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") against Defendants Getlabs, Inc. and Getlabs California P.C. ("Defendants"), on behalf of herself, the state, and other current and former hourly-paid, non-exempt employees that worked for Defendants at any time between May 28, 2024 through [REDACTED] (the "PAGA Period"). Defendants have denied, and continue to deny, the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff's claims. The Settlement represents a compromise and settlement of disputed claims. To avoid further time and expense of protracted and uncertain litigation, Defendants have agreed to settle the case as part of a compromise with Plaintiff. You have been identified as one of the employees covered by the Settlement.

The Court has not decided whether Plaintiff's claims or Defendants' defenses to those claims, are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable.

What Are The Terms Of The Settlement?

In exchange for the Settlement payment by Defendants, all PAGA Members, including Plaintiff, and the Labor and Workforce Development Agency ("LWDA"), fully release and forever discharge the Released Parties (as defined below) from any and all Released PAGA Claims (as defined below).

"Released PAGA Claims" means all claims for penalties under the Private Attorneys General Act that were alleged or which reasonably could have been alleged during the PAGA Period based on the facts alleged in the PAGA Complaint and/or Notices submitted to the LWDA, including any claims for penalties under PAGA arising from allegations regarding unpaid wages, including unpaid minimum wages, unpaid overtime or double time wages, unpaid off the clock compensation, premiums for missed meal periods or rest breaks, straight wages, correct rates of pay, rounding or regular rate of pay (Labor Code ("Lab. C.") §§ 204, 226.7, 510, 512, 512(a), 558, 1194, 1197, 1197.1, 1198 *et seq.*, 1199; Industrial Welfare Commission Wage Order ("IWC Wage Order") No. 15); failure to provide meal period or premium pay, including at the regular rate of pay (Lab. C. §§ 226.7, 512, 512(a), 558, 1198, 1199, and 2699 *et seq.*; IWC Wage Order No. 15); failure to provide rest breaks or premium pay, including at the regular rate of pay (Lab. C. §§ 226.7, 512, 558, 1198, 1199, and 2699 *et seq.*; IWC Wage Order No. 15); failure to timely pay wages, including final wages and wages during employment (Lab. C. §§ 201-204; 204(a), 210, 1199,

and 2699 et seq.); inaccurate wage statements (Lab. C. §§ 226, 226(a), and 226.3; IWC Wage Order No. 15); failure to maintain accurate records, including records relating to work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates (Lab. C. §§ 1174(d), 1174.5, 1198.5, and 2699 et seq.; IWC Wage Order No 15); penalties (Lab. C. §§ 210, 226, 226.3, 558, 1174.5, 1197.1, and 2699 et seq.; Cal. Code of Regulations Title section 11010) or penalties arising from a failure to pay premiums in connection with any of the preceding claims, as well as any claims recoverable under PAGA and arising under the California Labor Code, California Industrial Welfare Commission's Wage Orders, the California Code of Regulations, or the California common law, and reasonably related to the factual allegations in the PAGA Notice and Complaint.

“Released Parties” means Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, predecessors, successors, acquired entities, and related entities, as well as each of their past, present, and future officers, directors, employees, managers, partners, members, owners, investors, shareholders, administrators, divisions, assigns, joint venturers, agents, insurers, reinsurers, any individual or entity that could be jointly liable with Defendants, fiduciaries, trustees, attorneys, agents, and any individual or entity that could be potentially or allegedly be considered joint employers, common law employers, co-employers, or dual employers.

What Should I Do Now?

Defendants' records show that you are a PAGA Member, and are entitled to a pro rata share based on the number of pay periods you worked for Defendants between May 28, 2024, and [REDACTED]. Based on Defendants' records, you worked [REDACTED] pay periods during the PAGA Period.

Enclosed with this Notice is your settlement check in the amount of: \$ [REDACTED]. You may immediately deposit your enclosed settlement check and need not take any further action. Your settlement amount represents penalties and will be reported on an IRS Form 1099. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

The settlement check shall remain valid for one hundred eighty (180) days. It is strongly recommended that you cash or deposit this check immediately. After that date, you cannot cash the check and it will be null and void. Checks remaining un-cashed for more than 180 days after issuance will be tendered to the California Department of Unclaimed Property. Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the above-entitled lawsuit as defined under “Released PAGA Claims”, including all claims set forth in the release of claims described above.

If the check is lost or misplaced, please contact the Settlement Administrator immediately at [REDACTED]. If you have any questions about your check, please contact the [REDACTED].

Who Are The Attorneys For the Parties?

Attorneys for Plaintiff

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ngioiello@littler.com

How Can I Get More Information?

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, located at [REDACTED].

You can also telephone or send an email to the Settlement Administrator using the following contact information:

Settlement Administrator

Email Address:

Mailing Address:

Telephone:

**PLEASE DO NOT TELEPHONE THE COURT OR COURT CLERK REGARDING THIS NOTICE.
THE COURT IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS
SETTLEMENT.**