CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Catherine Robertson, Bailey Kilmer, Cuauhtemoc Olivo, Lynn Hillegeist, Maureen Lytle, Pamela Cassady, John Sellers, Holly Miller, and Jeanelle Wilson ("Plaintiffs") and Defendants St. Joseph Health Northern California, LLC, St. Joseph Health System and Providence St. Joseph Health ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" collectively means the Plaintiffs' lawsuits alleging wage and hour violations against Defendants captioned: (1) *Lynn Hillegeist, Maureen Lytle, Pamela Cassady, John Sellers, and Holly Miller vs. St. Joseph Health Northern California, LLC, St. Joseph Health System, Providence St. Joseph Health,* Case No. CV2201266, initiated on August 25, 2022, and pending in Superior Court of the State of California, County of Humboldt as part of JCCP No. 5291; (2) *Catherine Robertson vs. St. Joseph Health Northern California, LLC,* Case No. 22CV001339, initiated on November 2, 2022 in the Superior Court of the State of California, County of Napa, and pending in Superior Court of the State of California, County of Humboldt as part of JCCP No. 5291; and (3) *Jeanelle Wilson vs. St. Joseph Health Northern California, LLC,* Case No. 24CV001378, initiated on August 12, 2024, and pending in the in the Superior Court of the State of California, County of Napa.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the PAGA Period, excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka from October 21, 2021 to March 25, 2022 and who did not work after March 25, 2022.

1.5. "Class" means all individuals who are or previously were employed as non-exempt employees by Defendants during the Class Period, excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka between August 24, 2018 and March 25, 2022 and who were not employed by Defendants at any other time during the Class Period and who did not opt-out of the *Martinez v. St. Joseph Health Northern California, LLC* (Humboldt County Superior Court Case No. CV-20000424) class action settlement.

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1.6. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"); Megan Yarnall, Patrick Griego, and William H. Stein of Janssen Malloy LLP ("JM"); and Joseph Lavi, Vincent Granberry, Malcom E. Clayton, and Stephen M. Sloane of Lavi & Ebrahimian LLP ("LE").

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.

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 traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement..

1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

1.13. "Class Period" means the period of time from February 28, 2018 to February 9, 2026.

1.14. "Class Representative(s)" means the named Plaintiff(s) in the Operative Complaint in the Action seeking Court approval to serve as Class Representative(s).

1.15. "Class Representative Service Payment(s)" means the service payment(s) made to the

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Plaintiff(s) as Class Representative(s) in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants' expenses, and for the general release of all claims by the Plaintiff(s).

1.16. "Court" means the Superior Court of California, County of Humboldt.

1.17. "Defendants" means St. Joseph Health Northern California, LLC, St. Joseph Health System, and Providence St. Joseph Health.

1.18. "Defense Counsel" means Todd Nunn and Dale A. Bellitto of Arnold & Porter Kaye Scholer LLP.

1.19. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) 65 calendar days following the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. "Gross Settlement Amount" means Eight Million Dollars ($8,000,000.00) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.

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 worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. "LWDA" means the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period of time from October 21, 2021 to the earlier of preliminary approval or February 9, 2026.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff Robertson's October 21, 2022 letter to Defendant St. Joseph Health Northern California, LLC and the LWDA, Plaintiff Wilson's August 12, 2024 letter to Defendant St. Joseph Health Northern California, LLC and the LWDA, and Plaintiffs' July 13, 2026 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($50,000.00) and the 75% to LWDA ($150,000.00) in settlement of PAGA claims.

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

1.36. "Plaintiffs" means Catherine Robertson, Bailey Kilmer, Cuauhtemoc Olivo, Lynn Hillegeist, Maureen Lytle, Pamela Cassady, John Sellers, Holly Miller, and Jeanelle Wilson, the named plaintiffs in the Action.

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

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Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on or arising from the facts stated in the Operative Complaint which occurred during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), double-time compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; failure to provide complete and accurate wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all employment-related business expenses; unfair business practices; wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; liquidated or punitive damages; interest for claims for unpaid wages; attorneys' fees and costs; claims under the California Labor Code, including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227, 227.3, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, and 1198, and 2802; the Wage Orders of the California Industrial Welfare Commission, including Wage Order No. 5; and California Business and Professions Code section 17200*, et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period. In addition, the Released Class Claims exclude the release of claims not permitted by law.

1.39. "Released PAGA Claims" means all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on or arising from the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period including claims for PAGA Penalties for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), double-time compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), and interest; the calculation of the regular rate of pay; noncompliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all employment-related business expenses;

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payment for all hours worked, including off-the-clock work and rounded time; failure to provide complete and accurate wage statements; failure to keep accurate records; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for PAGA Penalties for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699, *et seq*., and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

1.40. "Released Parties" means Defendants and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/ corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

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

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

The *Hillegeist* Class Action

2.1. On August 25, 2022, Plaintiffs Hillegeist, Lytle, Cassady, Sellers, and Miller filed a Class Action Complaint against Defendants in the Superior Court of the State of

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California, County of Humboldt alleging various wage and hour violations against Defendants (the "Hillegeist Class Action").

2.2. On October 10, 2022, Plaintiffs Hillegeist, Lytle, Cassady, Sellers, and Miller filed a First Amended Class Action Complaint ("FAC") against Defendants for:

(a) Failure to Pay Minimum Wages;
(b) Failure to Pay Overtime Wages;
(c) Failure to Provide Meal Periods;
(d) Failure to Permit Rest Breaks;
(e) Failure to Reimburse Business Expenses;
(f) Failure to Provide Accurate Itemized Wage Statements;
(g) Failure to Pay Wages Timely During Employment;
(h) Failure to Pay All Wages Due Upon Separation of Employment; and
(i) Violation of Business and Professions Code §§ 17200, *et seq*.

2.3. On April 7, 2023, Plaintiffs Hillegeist, Lytle, Cassady, Sellers, and Miller filed a Second Amended Class Action Complaint ("SAC") against Defendants which removed the claim for Failure to Reimburse Business Expenses.

The *Robertson* Class Action

2.4. On November 2, 2022, Plaintiff Robertson filed a Class Action Complaint against Defendant St. Joseph Health Northern California, LLC in the Superior Court of the State of California, County of Napa (the "*Robertson* Class Action"). Plaintiff Robertson's Class Action Complaint asserted claims that Defendant St. Joseph Health Northern California, LLC:

(a) Violated California Business and Professions Code § 17200 et seq.;
(b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
(c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq*.;
(d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
(g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
(h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
(i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

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The *Robertson* PAGA Action

2.2. On December 29, 2022, Plaintiff Robertson filed a separate Representative Action Complaint against Defendant St. Joseph Health Northern California, LLC in the Superior Court of the State of California, County of Napa (the "*Robertson* PAGA Action"). Plaintiff Robertson's Representative Action Complaint asserted one PAGA cause of action against Defendant St. Joseph Health Northern California, LLC for Civil Penalties pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, *et seq*., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

Coordination of *Hillegeist* and *Robertson* Actions

2.3. On June 13, 2023, Defendants filed a Petition to Coordinate the *Hillegeist* Class Action and the *Robertson* Class Action.

2.4. On September 1, 2023, the Court granted Defendants' Petition for Coordination, assigning the matters the special title of "St. Joseph Health Wage and Hour Cases," JCCP No. 5291, assigned to Presiding Judge Gregory J. Kreis of the Superior Court of the State of California, County of Humboldt.

The *Wilson* Class Action

2.6. On August 12, 2024, Plaintiff Wilson filed a Class Action Complaint against Defendant St. Joseph Health Northern California, LLC in the Superior Court of the State of California, County of Napa (the "*Wilson* Class Action"). Plaintiff Wilson's Class Action Complaint asserted claims against Defendant St. Joseph Health Northern California, LLC for:

(a) Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197;
(b) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7;
(c) Failure to Indemnify Employees for Employment-Related Losses/Expenditures in Violation of Labor Code Section 2802
(d) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226; and,
(e) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, *et seq*.

2.7. On November 19, 2024, Plaintiff Wilson filed a First Amended Class and Representative Action Complaint ("*Wilson* FAC") against Defendant St. Joseph Health Northern California, LLC. Plaintiff Wilson's FAC, as amended, added a cause of action for Civil

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Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Sections 2698, *et seq*.

Pleading Amendment

2.9. As part of this Agreement, the Parties stipulate to the filing of a Third Amended Class and Representative Action Complaint ("TAC") in the *Hillegeist* Class Action that adds the claims and parties from the *Robertson* Class Action, *Robertson* PAGA Action, and *Wilson* FAC, and adds Plaintiffs Kilmer and Olivo as named plaintiffs and Class Representatives, and will include all Released Class Claims and Released PAGA Claims to ensure alignment between released claims and all alleged claims. The TAC shall be the operative complaint in the Action (the "Operative Complaint").

2.7. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged in the Operative Complaint.

Mediation and Settlement

2.11. On December 9, 2025 the Parties participated in an all-day mediation presided over by Hon. Carl J. West, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties related to the Action.

2.12. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.13. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

2.14. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $8,000,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $15,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $2,666,666.00, and a Class Counsel Litigation Expenses Payment of not more than $62,000.00. The Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 50% to BNBD, 35% to JM, and 15% to LE. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class

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Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $42,845 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than $42,845, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $200,000.00 to be paid from the Gross Settlement Amount, with 75% ($150,000.00) allocated to the LWDA PAGA Payment and 25% ($50,000.00) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($50,000.00) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. If the Court approves PAGA Penalties of 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.

(e) To Each Participating Class Member: An Individual Class Payment calculated 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.

i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, 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 any employee taxes owed on their Individual Class Payment.

ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class

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Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on their records, Defendants have represented that, through December 9, 2025, the Class consists of 7,144 Class Members who collectively worked a total of 1,204,556 Workweeks, and 6,903 Aggrieved Employees who worked a total of 462,707 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must 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 Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date but in no event earlier than January 1, 2027.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will 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 Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for

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whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an 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. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties propose Legal Services of Northern California and Boys and Girls Club of the Redwoods as the Cy Pres Recipients, with each Cy Pres Recipient receiving fifty percent of the available funds. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipients.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on or arising from the facts stated in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been,

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alleged based on or arising from facts stated in the Operative Complaint and Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period, or claims that cannot be released as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendants' Responsibilities. Following the execution of the Agreement, but prior to Preliminary Approval, Defendants shall confirm in writing the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order

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Granting Preliminary Approval and Approval of Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipients; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator and/or the proposed Cy Pres Recipients; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipients, if any. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval promptly after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Defense Counsel must be given an opportunity to review and propose comments on the Motion for Preliminary Approval before it is filed. Defendants will be given a draft at least five days before the filing deadline to provide comments. Class Counsel is also responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice

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Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

(a) 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 Pay Periods in the Class Data.

(b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, 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 the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later than seven (7) days after the Administrator's 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 the USPS. If the 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 Class Notices to Class Members whose Class Notice is returned by the USPS a second time.

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(d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline 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.

(e) If the Administrator, the Parties, Defense Counsel, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notices, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) 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 Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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(d) 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. 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 contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

(a) Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, 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 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

(d) Weekly Reports The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for

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Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. 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.

(f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. Based on its records through December 9, 2025, Defendants provided figures as to the Class size and number of Workweeks as set forth in paragraph 4.1 above. If the actual number of Workweeks during the Class Period increases by more than ten (10) percent above 1,204,556 Workweeks, Defendants shall have the option of increasing the Gross Settlement Amount by the percentage increase over the ten (10) percent cushion or ending the Class Period on December 9, 2025.

10. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. **MOTION FOR FINAL APPROVAL**. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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11.1. 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 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final 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 Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of: (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 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 amount of the Net Settlement Amount.

11.5. 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), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. In such a case, the Parties will be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and will proceed in all respects as if this Agreement had not been executed. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Nullification of Settlement. This Agreement shall be null and void if (i) the Court does not enter Preliminary Approval as provided above, (ii) the Court does not finally approve this Agreement as provided above, (iii) the Court does not enter a Judgment that becomes final within the meaning of the "Effective Date" definition above, or (iv) the Settlement does not become final for any other reason. In such a case, the Parties will be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and will proceed in all respects as if this Agreement had not been executed.

13.3. Confidentiality Prior to Preliminary Approval. The Parties agree, and shall and hereby do direct their respective counsel , until the Motion for Preliminary Approval of Settlement is filed, that they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties agree not to, and shall and do

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direct their respective counsel not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

13.6. Attorney Authorization. The Plaintiffs and Defendants separately warrant and represent that they have authorized Class Counsel and Defense Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and then the Court for resolution.

13.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.9. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.10. 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.

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

13.12. 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.

13.13. 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.

13.14. Confidentiality. 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.

13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

13.18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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Kyle R. Nordrehaug
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Three Embarcadero Center, 10th Floor
San Francisco, California 94111
Tel: (206) 288-0123
E-Mail: todd.nunn@arnoldporter.com

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

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action 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 CCP section 583.330, the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

13.21. Fair Settlement. The Parties believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

Doc ID: [illegible]

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/23/2026

Catherine Robertson (Jul 23, 2026 16:55:24 PDT)

Plaintiff Catherine Robertson

Dated: 07/24/2026

Bailey Kilmer

Bailey Kilmer (Jul 24, 2026 17:41:59 CDT)

Plaintiff Bailey Kilmer

Dated: 07/23/2026

Cuauhtemoc Olivo

Plaintiff Cuauhtemoc Olivo

Dated: _____

Plaintiff Lynn Hillegeist

Dated: _____

Plaintiff Maureen Lytle

Dated: _____

Plaintiff Pamela Cassady

Dated: _____

Plaintiff John Sellers

Dated: _____

Plaintiff Holly Miller

Dated: _____

Plaintiff Jeanelle Wilson

Dated: _____

_____[name]
For Defendants
St. Joseph Health Northern California, LLC,
St. Joseph Health System, and
Providence St. Joseph Health

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

_____
Plaintiff Catherine Robertson

Dated: _____

_____
Plaintiff Bailey Kilmer

Dated: _____

_____
Plaintiff Cuauhtemoc Olivo

Dated: 07 / 23 / 2026

Lynn Hillegeist
_____
Plaintiff Lynn Hillegeist

Dated: 07 / 24 / 2026

Maureen E Lytle
_____
Plaintiff Maureen Lytle

Dated: 07 / 26 / 2026

P Cassady
_____
Plaintiff Pamela Cassady

Dated: 07 / 23 / 2026

_____
Plaintiff John Sellers

Dated: 07 / 24 / 2026

_____
Plaintiff Holly Miller

Dated: _____

_____
Plaintiff Jeanelle Wilson

Dated: _____

_____
_____[name]
For Defendants
St. Joseph Health Northern California, LLC,
St. Joseph Health System, and
Providence St. Joseph Health

Doc ID: [illegible]

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ _____
Plaintiff Catherine Robertson

Dated: _____ _____
Plaintiff Bailey Kilmer

Dated: _____ _____
Plaintiff Cuauhtemoc Olivo

Dated: _____ _____
Plaintiff Lynn Hillegeist

Dated: _____ _____
Plaintiff Maureen Lytle

Dated: _____ _____
Plaintiff Pamela Cassady

Dated: _____ _____
Plaintiff John Sellers

Dated: _____ _____
Plaintiff Holly Miller

Dated: 07/24/2026 _____
Plaintiff Jeanelle Wilson

Dated: _____ _____
_____[name]
For Defendants
St. Joseph Health Northern California, LLC,
St. Joseph Health System, and
Providence St. Joseph Health

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Docusign Envelope ID: 213D8B24-735E-8160-830B-CDE8D57E1B88

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

_____
Plaintiff Catherine Robertson

Dated: _____

_____
Plaintiff Bailey Kilmer

Dated: _____

_____
Plaintiff Cuauhtemoc Olivo

Dated: _____

_____
Plaintiff Lynn Hillegeist

Dated: _____

_____
Plaintiff Maureen Lytle

Dated: _____

_____
Plaintiff Pamela Cassady

Dated: _____

_____
Plaintiff John Sellers

Dated: _____

_____
Plaintiff Holly Miller

Dated: _____

_____
Plaintiff Jeanelle Wilson

Dated: 8/7/2026

DocuSigned by:
Amy Dinsmore
E372B1AEF59D4E1...
Amy Dinsmore [name]
For Defendants
St. Joseph Health Northern California, LLC,
St. Joseph Health System, and
Providence St. Joseph Health

Dated: 7/27/26

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

_____
Megan A. Yarnall
Janssen Malloy LLP
Attorney for Plaintiffs

Dated: _____

_____
Joseph Lavi
Vincent C. Granberry, Esq.
Stephen M. Sloane, Esq.
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: _____

_____
Todd Nunn
Arnold & Porter Kaye Scholer LLP
Attorney for Defendant

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 07 / 27 / 2026

Megan A. Yarnall
Janssen Malloy LLP
Attorney for Plaintiffs

Dated: 07/24/2026

Joseph Lavi
Vincent C. Granberry, Esq.
Stephen M. Sloane, Esq.
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: _____

Todd Nunn
Arnold & Porter Kaye Scholer LLP
Attorney for Defendant

Doc ID: b5821b91d9d859176675e388814beaf2ee94d64e

Docusign Envelope ID: 213D8B24-735E-8160-830B-CDE8D57E1B88

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Megan A. Yarnall
Janssen Malloy LLP
Attorney for Plaintiffs

Dated: _____

Joseph Lavi
Vincent C. Granberry, Esq.
Stephen M. Sloane, Esq.
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: 08/07/2026

Todd Nunn
Todd Nunn (Aug 10, 2026 18:53:33 PDT)

Todd Nunn
Arnold & Porter Kaye Scholer LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

Doc ID: [illegible]

EXHIBIT "A"

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

Hillegeist v. St. Joseph Health Northern California, LLC, et al.,
Superior Court of the State of California,
County of Humboldt, Case No. CV2201266

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

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants St. Joseph Health Northern California, LLC, St. Joseph Health System and Providence St. Joseph Health ("Defendants") for alleged wage and hour violations. The Action is brought by Plaintiffs Catherine Robertson, Bailey Kilmer, Cuauhtemoc Olivo, Lynn Hillegeist, Maureen Lytle, Pamela Cassady, John Sellers, Holly Miller, and Jeanelle Wilson ("Plaintiffs") ("Plaintiff") and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed as non-exempt employees by Defendants during the Class Period (February 28, 2018 to February 9, 2026), excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka between August 24, 2018 and March 25, 2022 and who were not employed by Defendants at any other time during the Class Period and who did not opt-out of the *Martinez v. St. Joseph Health Northern California, LLC* (Humboldt County Superior Court Case No. CV-20000424) class action settlement ("Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the PAGA Period (October 21, 2021 to February 9, 2026), excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka from October 21, 2021 to March 25, 2022 and who did not work after March 25, 2022 ("Aggrieved Employees"). While Defendants dispute Plaintiffs' claims in the Action and deny all liability, in order to resolve the Action, the Parties have reached a proposed Settlement.

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<$_____>> (less withholding) and your share of the PAGA Penalties ("Individual PAGA Payment") is estimated to <<be $_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records

you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked <<_____>> Workweeks during the Class Period** and **you worked <<_____>> PAGA Pay Periods**. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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

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

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendants as described below in Section 4 below.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out	If you don't want to fully participate in the proposed Settlement, you

of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____, 2026**	can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. **If you request exclusion, you will receive no money from the Settlement for an Individual Class Payment and you will not be bound by the Class Settlement.** Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **7** of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____, 2026**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **8** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____, at 9:00 a.m., at the Humboldt County Superior Court, located at 825 5th Street, Eureka, CA 95501, in Courtroom 4 before Judge _____. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **9** of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2026. See Section **5** of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Humboldt (the "Court"), has been reached between Plaintiffs and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

> All individuals who are or previously were employed as non-exempt employees by Defendants during the Class Period (February 28, 2018 to February 9, 2026), excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka between August 24, 2018 and March 25, 2022 and who were not employed by Defendants at any other time during the Class Period and who did not opt-out of the *Martinez v. St. Joseph Health Northern California, LLC* (Humboldt County Superior Court Case No. CV-20000424) class action settlement.
>
> The Class Period is February 28, 2018 to February 9, 2026.

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On August 25, 2022, Plaintiffs Hillegeist, Lytle, Cassady, Sellers, and Miller filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Humboldt ("Hillegeist Class Action"). The Hillegeist Class Action asserts class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay wages timely during employment, and failure to provide wages when due upon termination.

On November 2, 2022, Plaintiff Robertson filed a Class Action Complaint against Defendant St. Joseph Health Northern California, LLC in the Superior Court of the State of California, County of Napa (the "Robertson Class Action"). The Robertson Class Action Complaint asserts similar wage and hour claims as the Hillegeist Class Action. On December 29, 2022, Plaintiff Robertson filed a separate Representative Action Complaint against Defendant St. Joseph Health Northern California, LLC in the Superior Court of the State of California, County of Napa (the "Robertson PAGA Action"), which alleged one PAGA cause of action against Defendant St. Joseph Health Northern California, LLC for Civil Penalties pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s). On August 12, 2024, Plaintiff Wilson filed a Class Action Complaint against Defendant St. Joseph Health Northern California, LLC alleging similar wage and hour claims ("Wilson Class Action").

On September 1, 2023, the Court granted Defendants' Petition for Coordination, assigning the matters the special title of "St. Joseph Health Wage and Hour Cases," JCCP No. 5291, assigned to Presiding Judge Gregory J. Kreis of the Superior Court of the State of California, County of Humboldt.

On _____, 2026, Plaintiffs filed a Second Amended Class and Representative Action Complaint in the Hillegeist Class Action that adds the claims and parties from the Robertson Class Action, Robertson PAGA Action, and Wilson Class Action, and adds Plaintiffs Kilmer and Olivo as named plaintiffs and Class Representatives. This Second Amended Class and Representative Action Complaint in the Hillegeist Class Action is referred to as the "Operative Complaint".

Defendants deny that they have done anything wrong and dispute all the claims in the Action. Specifically, Defendants contend that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Janssen Malloy LLP, and Lavi & Ebrahimian LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendants have agreed to pay an "all in" amount of Eight Million Dollars ($8,000,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes no sooner than January 1, 2027 and within thirty (30) days of the Effective Date. The Effective Date is the date 65 days after the deadline to appeal the Judgment, unless there is an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendants.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $42,845, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals $2,666,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed $62,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The attorneys' fees awarded will be allocated 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 35% to Janssen Malloy LLP, and 15% to Lavi & Ebrahimian LLP. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than $15,000 to each of the nine named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will

be decided at the Final Approval Hearing.

- PAGA Penalties. A payment of $200,000 relating to Plaintiffs' claim under PAGA, 75% ($150,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% ($50,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($50,000.00) 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. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. The PAGA Period is October 21, 2021 to February 9, 2026.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least $4,893,489. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated 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. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may

wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to two Court-approved charities in equal distributions pursuant to California Code of Civil Procedure section 384 (the "Cy Pres Recipients"). The Parties agreed to propose Legal Services of Northern California and Boys and Girls Club of the Redwoods as the Cy Pres Recipients, with each Cy Pres Recipient receiving fifty percent of the available funds. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipients.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on or arising from the facts stated in the Operative Complaint which occurred during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), double-time compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; failure to provide complete and accurate wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all employment-related business expenses; unfair business practices; recordkeeping penalties; wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; liquidated or punitive damages; interest for claims

for unpaid wages; attorneys' fees and costs; claims under the California Labor Code, including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, and 1198, and 2802; the Wage Orders of the California Industrial Welfare Commission, including Wage Order No. 5; and California Business and Professions Code section 17200*, et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period. In addition, the Released Class Claims exclude the release of claims not permitted by law.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on or arising from the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period including claims for PAGA Penalties for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), double-time compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), and interest; the calculation of the regular rate of pay; noncompliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all employment-related business expenses; payment for all hours worked, including off-the-clock work and rounded time; failure to provide complete and accurate wage statements; failure to keep accurate records; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for PAGA Penalties for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699, *et seq*., and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. Released Parties are defined as: Defendants and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/

corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

5. How much will my payment be?

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (February 28, 2018 to February 9, 2026).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (October 21, 2021 to February 9, 2026). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, 2026, at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed on approximately January 15, 2027. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the

Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Hillegeist v. St. Joseph Health Northern California,* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Hillegeist v. St. Joseph Health Northern California,* Case No. CV2201266. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hillegeist v. St. Joseph Health Northern California.*

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is_____**[sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to_____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Hillegeist v. St. Joseph Health Northern California*, Case No. CV2201266, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:
Name of Company: _____
Email Address: _____

Mailing Address: _____
Telephone Number: _____
Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - https://www.humboldt.courts.ca.gov/general-information/remote-and-telephonic-appearances/judicial-assignmentscalendars. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
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Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Megan A. Yarnall
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730 Fifth Street
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vgranberry@lelawfirm.com

COUNSEL FOR DEFENDANTS:

Todd Nunn
Arnold & Porter Kaye Scholer LLP
Three Embarcadero Center, 10th Floor
San Francisco, California 94111

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on _____, in Courtroom 4 of the Superior Court of California, County of Humboldt, located at 825 5th Street, Eureka, CA 95501, before Judge _____. At this hearing the

Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - https://www.humboldt.courts.ca.gov/general-information/remote-and-telephonic-appearances/judicial-assignmentscalendars .

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hillegeist v. St. Joseph Health Northern California.*

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Hillegeist v. St. Joseph Health Northern California,* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hillegeist v. St. Joseph Health Northern California,* where these documents will be posted as they become available. If you wish to view the Court files in person, you must go to the Clerk's Office at the Main Courthouse, 825 5th Street, Eureka, CA 95501.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail To Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall direct all unclaimed funds to be paid in equal distributions to the Cy Pres Recipients, which are proposed to be Legal Services of Northern California and Boys and Girls Club of the Redwoods.

- **What if You Lose Your Check -** If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

LYNN HILLEGEIST; MAUREEN LYTLE; PAMELA CASSADY; JOHN SELLERS; HOLLY MILLER; CATHERINE ROBERTSON; BAILEY KILMER, CUAUHTEMOC OLIVO, and JANELLE WILSON, all individually and on behalf of all others similarly situated, Plaintiffs, vs. ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC; ST. JOSEPH HEALTH SYSTEM; PROVIDENCE ST. JOSEPH HEALTH; and DOES 1 THROUGH 20, INCLUSIVE, Defendants.	CASE NO.: **CV2201266** **[PROPOSED] PRELIMINARY APPROVAL ORDER** Hearing Date: Hearing Time: Judge: Hon. _____ Dept.: 4 Date Action Filed: August 25, 2022 Trial Date: Not set

This matter, having come before the Honorable _____ of the Superior Court of the State of California, in and for the County of Humboldt, on _____[DATE], for the motion by Plaintiffs Catherine Robertson, Bailey Kilmer, Cuauhtemoc Olivo, Lynn Hillegeist, Maureen Lytle, Pamela Cassady, John Sellers, Holly Miller, and Jeanelle Wilson ("Plaintiffs") for preliminary approval of the class settlement with Defendants St. Joseph Health Northern California, LLC, St. Joseph Health System and Providence St. Joseph Health ("Defendants"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit ___ to the Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. The Gross Settlement Amount is Eight Million Dollars ($8,000,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court

that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $62,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed $15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.

5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed as non-exempt employees by Defendants during the Class Period (February 28, 2018 to February 9, 2026), excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka between August 24, 2018 and March 25, 2022 and who were not employed by Defendants at any other time during the Class Period and who did not opt-out of the *Martinez v. St. Joseph Health Northern California, LLC* (Humboldt County Superior Court Case No. CV-20000424) class action settlement." The Class Period is February 28, 2018 to February 9, 2026.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the

litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate representatives of the Class.

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP, Janssen Malloy LLP, and Lavi & Ebrahimian LLP as Class Counsel for the Class.

8. The Court approves settlement of the PAGA claim pursuant to the terms of the Agreement. The California Labor and Workforce Development Agency was served with a copy of the Agreement in accordance with Labor Code section 2699(l)(2) and has not indicated any opposition to the settlement of the PAGA claim.

9. The Court hereby approves, as to form and content, the Court Approved Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

10. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than fifteen (15) days after preliminary approval of the Settlement by the Court, Defendants shall provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class

Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

11. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the class portion of the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

12. Any Class Member who has not opted out ("Participating Class Member") may appear at the final approval hearing and may object or express their views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Participating Class Members will have until the Response Deadline, which is sixty (60) calendar days from the date of the mailing of the Class Notices, to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.

Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an oral objection.

13. A Final Approval Hearing shall be held before this Court on _____ _____, 9:00 a.m. in Department 4 at the Humboldt County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs and service awards, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

14. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. Defendants have denied that they have done anything wrong and dispute all the claims in this Action. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

15. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose.

16. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

17. The Action is otherwise stayed and all trial and related pre-trial dates, if any, are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

LYNN HILLEGEIST; MAUREEN LYTLE; PAMELA CASSADY; JOHN SELLERS; HOLLY MILLER; CATHERINE ROBERTSON; BAILEY KILMER, CUAUHTEMOC OLIVO, and JANELLE WILSON, all individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC; ST. JOSEPH HEALTH SYSTEM; PROVIDENCE ST. JOSEPH HEALTH; and DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

CASE NO.: **CV2201266**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date:
Hearing Time:

Judge: Hon. _____
Dept.: 4

Date Action Filed: August 25, 2022
Trial Date: Not set

The motion of Plaintiffs Catherine Robertson, Bailey Kilmer, Cuauhtemoc Olivo, Lynn Hillegeist, Maureen Lytle, Pamela Cassady, John Sellers, Holly Miller, and Jeanelle Wilson ("Plaintiffs") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendants St. Joseph Health Northern California, LLC, St. Joseph Health System and Providence St. Joseph Health ("Defendants") and for an award of attorneys' fees and costs, service payments, and the fees of the Administrator duly came on for hearing on _____ before the Honorable _____.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Humboldt, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Eight Million Dollars ($8,000,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes

only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about _____. Mailing of the Class Notice to their last known addresses was the best notice option under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out of the Class or submitting written objections to the Settlement was _____, which was extended by 14 days for re-mailed Class Notices. There was an adequate interval between mailing of the Class Notice and the response deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Participating Class Members to participate in this hearing, and all Participating Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the

parties during an all-day mediation before Hon. Carl J. West (ret.), a respected and experienced mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. ____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $2,666,666 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for Class Representative Service Payments of not more than $15,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class

Representative Service Payments in the amount of $_____ each to the Plaintiffs are reasonable in light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the Participating Class Members in the manner set forth in the Agreement, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $_____ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $200,000, which shall be allocated with 75% ($150,000) allocated to the LWDA PAGA Payment and 25% ($50,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($50,000.00) 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. "Aggrieved Employees" are individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the PAGA Period (October 21, 2021 to February 9, 2026), excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka from October 21, 2021 to March 25, 2022 and who did not work after March 25, 2022. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

> All individuals who are or previously were employed as non-exempt employees by Defendants during the Class Period (February 28, 2018 to February 9, 2026), excluding all non-exempt employees who worked for Defendant St. Joseph Health Northern California, LLC dba St. Joseph Hospital – Eureka between August 24, 2018 and March 25, 2022 and who were not employed by Defendants at any other time during the Class Period and who did not opt-out of the *Martinez v. St. Joseph Health Northern California, LLC* (Humboldt County Superior Court Case No. CV-20000424) class action settlement.

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes thereon no later than thirty (30) days after the Effective Date but in no event earlier than January 1, 2027.

18. Class Counsel are awarded attorneys' fees in the amount of $2,666,666 and costs in the amount of $_____. The attorneys' fees awarded shall be allocated among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 35% to Janssen Malloy LLP, and 15% to Lavi & Ebrahimian LLP. The costs awarded shall be allocated among Class Counsel as follows: $_____ to Blumenthal Nordrehaug Bhowmik De Blouw LLP, $_____ to Janssen Malloy LLP, and $_____ to Lavi & Ebrahimian LLP. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

19. The payment of the Class Representative Service Payments in the amount of $_____ to each of the Plaintiffs is approved.

20. The payment of $_____ to the Administrator for its fees and expenses is approved.

21. The Court confirms its approval of the PAGA Penalties in the amount of $200,000 and these penalties shall be allocated in accordance with the Agreement.

22. The Agreement and this Settlement are not an admission by Defendants, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever. Defendants have denied that they have done anything wrong and dispute all the claims in this Action. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the Released PAGA Claims.

23. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. Plaintiffs shall serve this Final Approval Order and Judgment on the LWDA.

24. If the Settlement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall

revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

25. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

27. The Parties are authorized to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and as approved by the Court.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

29. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on or arising from the facts stated in the Operative Complaint which occurred during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), double-time compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), and interest thereon;

failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; failure to provide complete and accurate wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all employment-related business expenses; unfair business practices; recordkeeping penalties; wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; liquidated or punitive damages; interest for claims for unpaid wages; attorneys' fees and costs; claims under the California Labor Code, including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, and 1198, and 2802; the Wage Orders of the California Industrial Welfare Commission, including Wage Order No. 5; and California Business and Professions Code section 17200*, et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period. In addition, the Released Class Claims exclude the release of claims not permitted by law.

30. "Released Parties" are defined as: Defendants and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/ corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and

affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

31. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on or arising from the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period including claims for PAGA Penalties for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), double-time compensation (including failures allegedly caused by rounding, regular rate calculation, invalid alternative workweek schedules, or otherwise), and interest; the calculation of the regular rate of pay; noncompliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all employment-related business expenses; payment for all hours worked, including off-the-clock work and rounded time; failure to provide complete and accurate wage statements; failure to keep accurate records; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for PAGA Penalties for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699, et seq., and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination,

unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

32. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Plaintiffs release and discharge the Defendants and the Released Parties per the Plaintiffs' Release, as set forth fully in paragraph 6.1 of the Agreement.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

_____
HON. _____
JUDGE, SUPERIOR COURT OF CALIFORNIA