SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CAITLIN WETTER and SAMANTHA CHIU, individually, and on behalf of those similarly situated and the State of California, Plaintiffs, v. BONITA HOUSE, Defendant.	Case No. 26CV178460 *Class Action –Complex* **FIRST AMENDED CLASS AND PAGA SETTLEMENT AGREEMENT** Judge: Hon. S. Raj Chatterjee Department: 21 *Complaint Filed:* *March 25, 2026* *Trial Date:* *None Set*

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This First Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") is entered into by Plaintiffs Caitlin Wetter ("Plaintiff Wetter") and Samantha Chiu ("Plaintiff Chiu" and with Plaintiff Wetter, "Named Plaintiffs"), on the one hand, and Defendant Bonita House, Inc. ("Defendant" and with Named Plaintiff(s) referred to individually as "Party" and collectively as "Parties"), on the other.

I. RECITALS

WHEREAS, Named Plaintiffs have asserted individual and class wage and hour claims against Defendant for themselves and on behalf of behavioral health clinicians employed by Defendant, as well as representative claims for penalties under the Labor Code Private Attorneys General Act, Labor Code §§ 2698-2699.8 ("PAGA"); and

WHEREAS, Defendant denies all of Named Plaintiffs' individual, class, and representative claims; and

WHEREAS, Plaintiff Wetter filed a Notice of Intent to Bring Suit under PAGA with the California Labor and Workforce Development Agency on June 26, 2025 (LWDA Case No. 1107984-25) (the "Wetter PAGA Notice") and served it on Defendant, and Plaintiff Chiu filed a Notice of Intent to Bring Suit under PAGA with the LWDA on January 13, 2026 (LWDA Case No. 1149740-26) (the "Chiu PAGA Notice") and served it on Defendant; and

WHEREAS, following service of the Wetter PAGA Notice, Plaintiff Wetter and Defendant entered into a tolling agreement dated August 30, 2025 and engaged in extensive pre-litigation negotiations, including candid discussions regarding the claims and defenses, exchanges of written position statements and data, and analyses of Defendant's estimated liabilities; and

WHEREAS, the Parties' and their counsel's discussions and negotiations continued following Plaintiff Chiu's filing of her PAGA notice; and

WHEREAS, Plaintiffs' counsel has conducted a thorough investigation into the facts of, and applicable law to, the Action, including but not limited to reviewing payroll records for the period from August 30, 2021 through August 30, 2025 (the date on which Defendant reclassified putative Class Members as non-exempt employees) and policy documents supplied by Defense Counsel to properly evaluate the strengths and weaknesses of the claims and engage in meaningful

settlement discussions, which investigation the Parties agree was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008)168 Cal. App. 4th 116; and

WHEREAS, following negotiations that spanned six months, the Parties reached an agreement to settle the class and PAGA claims, signing a Memorandum of Understanding on March 23, 2026; and

WHEREAS, on March 25, 2026 Named Plaintiffs filed a Complaint asserting individual and class wage and hour action, together with representative claims for PAGA penalties, in the Superior Court of the State of California for the County of Alameda on March 25, 2026 in the matter titled *Caitlin Wetter and Samantha Chiu, individually, and on behalf of those similarly situated and the State of California, Plaintiffs, v. Bonita House, Defendant*, Case No. 26CV178460 (the "Complaint" in the "Action"); and

WHEREAS, the Complaint alleges class claims for: (1) failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, 1194, and 1197.1; (2) failure to provide or pay premiums for missed meal periods in violation of Cal. Lab. Code §§ 226.7 and 512; (3) failure to provide or pay premiums for missed rest periods in violation of Cal. Lab. Code § 226.7; (4) failure to furnish accurate itemized wage statements in violation of Cal. Lab. Code §§ 226 and 226.3; (5) failure to pay accrued vacation on termination in violation of Cal. Lab. Code § 227.3; (6) failure to pay all wages on discharge in violation of Cal. Lab. Code §§ 201, 202, and 203; and (7) violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; along with (8) a representative claim for penalties under the Labor Code Private Attorneys General Act, Labor Code §§ 2698-2699.8; and

WHEREAS, by its Answer filed on April 6, 2026, Defendant has generally denied all material allegations of the Complaint, denied any failure to comply with the laws identified in the Operative Complaint, denied any and all liability for the causes of action alleged, and asserted affirmative defenses including, *inter alia*, that: (a) Named Plaintiffs and all putative class members and alleged aggrieved employees were at all relevant times exempt employees under Wage Order No. 4's "learned or artistic profession" exemption, Cal. Code Regs., tit. 8, § 11040(1)(A)(3)(b)-(d);

(b) Plaintiff Wetter is not an "aggrieved employee" as that term is used in Labor Code § 2699(c)(1) and therefore lacks standing to represent the State of California in any PAGA action; (c) despite its good faith belief that the "learned or artistic profession" exemption applied, after receiving the Wetter PAGA Notice and before receiving the Chiu PAGA Notice Defendant took all reasonable steps to be in compliance with all statutes identified in those notices, thereby limiting the amount of PAGA penalties that may be awarded in the action (Lab. Code, § 2699, subds. (g) and (h)); and (d) Plaintiffs' claims lack sufficient commonality or manageability to be pursued as class claims; and

WHEREAS, the Court has not granted class certification; and

WHEREAS, 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, but have discussed: (a) prior settlements that have encompassed releases of wage and hour claims by individuals who otherwise would have been putative class members; and (b) the assertion of potential wage and hour claims by another putative class member who has not yet filed suit; and

WHEREAS, subject to Court approval and in order to avoid the burden, expense, risks, and uncertainty of litigation, the Parties agree to settle and resolve all claims asserted or that were or could have been asserted in the Action on the terms and conditions stated in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Settlement Agreement, as well as the good and valuable consideration provided for herein, and intending to be legally bound, the Parties agree to a full and complete settlement and release of claims on the following terms and conditions:

II. DEFINITIONS

The following defined terms used in this Settlement Agreement and all exhibits hereto will have the meanings given them below.

1. Action. "Action" means the civil action currently pending in the Superior Court of the State of California for the County of Alameda, titled *Caitlin Wetter and Samantha Chiu,*

individually, and on behalf of those similarly situated and the State of California, Plaintiffs, v. Bonita House, Defendant, Case No. 26CV178460.

2. Aggrieved Employee. "Aggrieved Employee" means, for each PAGA Pay Period, a Class Member who worked at least one shift for which he or she was credited with at least 3.5 "R" (Regular) hours in Defendant's payroll records.

3. Administrator. "Administrator" means Atticus Administration, LLC, the neutral entity jointly selected by the Parties and approved by the Court to administer the Settlement. The Parties have verified that Atticus Administration, LLC, agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this Settlement Agreement in exchange for the Administration Expenses Payment. 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.

4. Administration Costs. "Administration Costs" means the fees and expenses reasonably and necessarily incurred by the Administrator in performing its duties. Administration Costs include, but are not limited to, those for: (a) preparation and mailing of the Settlement Notice; (b) establishment and maintenance of the Qualified Settlement Fund; (c) compliance with all tax reporting and payment obligations; (d) preparing, filing, and issuing any required tax forms related to payments made from the Qualified Settlement Fund; (5) calculation and distribution of settlement payments to the LWDA, to Aggrieved Employees, and to Participating Class Members; and (f) performance of any other actions specified in this Settlement Agreement or mutually requested by the Parties in writing.

5. Class/Class Members. The Class shall consist of all individuals who were employed by Defendant as behavioral health clinicians on one or more of the following crisis service teams: (i) the Community Assessment and Transport Team (CATT); (ii) the Pleasanton Alternative Response for Mental Health (ARMH); (iii) the Berkeley Specialized Care Unit (SCU); and/or (iv) the Albany Crisis Team, for those times during the period from August 30, 2021 through and including March 31, 2026 that they met all of the following criteria:

a. They were paid on a salary basis; and

b. They were not Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, or Licensed Professional Clinical Counselors; and

c. They have not previously released their claims for damages, interests, penalties, and/or attorneys' fees based on alleged Labor Code violations through a settlement agreement (the "Class Members").

6. Class Counsel. "Class Counsel" means Byron Goldstein, David Browne, and Stephanie Baker of Goldstein Browne, PC.

7. Class Counsel Fees Payment/Class Counsel Litigation Expenses Payment. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for (a) reasonable attorneys' fees and (b) reimbursement of expenses incurred to prosecute the Action, including but not limited to pre-suit investigation and settlement negotiations.

8. Class List. "Class List" means the information concerning each Class Member and Aggrieved Employee to be supplied to the Administrator as specified in Paragraph 54, below.

9. Class Member Award. "Class Member Award" means the portion of the Net Settlement Fund that will be due and payable to each Participating Class Member, as defined below, subject to legally required withholdings and deductions.

10. Class Period. "Class Period" means the time period from August 30, 2021 through and including March 31, 2026. It is the period to which the Participating Class Member Releases of Released Class Claims applies.

11. Class Representatives or Named Plaintiffs. "Class Representatives" or "Named Plaintiffs" refers to Plaintiffs Caitlin Wetter and Samantha Chiu.

12. Class Representative Service Payments. "Class Representative Service Payments" means the amount approved by the Court to be paid to each Class Representative for her time and effort in initiating the Action, providing services in support of the Class in this Action, protecting the interests of the Class in this Action, the results achieved and the benefits obtained, the burdens and risks she undertook in asserting a claim against her former employer, and as to Named Plaintiff Chiu, her broader release of claims.

13. Court. "Court" refers to the Superior Court of the State of California in the County of Alameda, which shall retain jurisdiction to enforce this Settlement Agreement.

14. Defendant. "Defendant" or "Bonita House" means Bonita House, Inc.

15. Defense Counsel. "Defense Counsel" means Barbara L. Lyons of the law firm of Farbstein & Blackman, a Professional Corporation.

16. Effective Date. "Effective Date" means the date on which both of the following have occurred:

a. The Court enters a Judgment on its Final Approval Order; and

b. The Judgment is final. The Judgment will be final as of the last of the following occurrences:

(i) If no Participating Class Member objects to the Settlement, or if all objections have been withdrawn, the day the Court enters Judgment;

(ii) If one or more Participating Class Members objects to the Settlement but does not file a notice of appeal within sixty (60) days after entry of judgment, the sixty-first (61st) day after entry of the Judgment; and

(iii) If there is a timely appeal from the Judgment, the day after the appellate court affirms the Judgment and issues a remittitur.

17. Final Approval Hearing. "Final Approval Hearing" means the Court's hearing on a motion for Final Approval (the "Final Approval Motion"), scheduled and conducted pursuant to Rule 3.769 of the California Rules of Court.

18. Final Approval Order. "Final Approval Order" means an order of the Court finally approving this Settlement pursuant to Rule 3.769 of the California Rules of Court.

19. Gross Settlement Amount. "Gross Settlement Amount" means $525,000, which is the total amount Defendant agrees to pay on a non-reversionary basis for the consideration provided to it under this Settlement Agreement. The Gross Settlement Amount includes: (a) Class Member Awards to Participating Class Members; (b) Administration Costs; (c) the Class Counsel Fees Payment; (d) the Class Counsel Litigation Expenses Payment; (e) the Class Representative

Service Payments; and (f) the PAGA Fund. The Gross Settlement Amount does not include Defendant's share of payroll taxes on the Wage Portions of the Class Member Awards, which Defendant will pay separately.

20. Judgment. "Judgment" means the judgment entered by the Court based on the Final Approval Order.

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

22. LWDA Payment. "LWDA Payment" means the payment to the LWDA from the PAGA Fund.

23. Net Settlement Fund. "Net Settlement Fund" means the Gross Settlement Amount less (a) Court-approved Administration Costs; (b) the Class Counsel Fees Payment; (c) the Class Counsel Litigation Expenses Payment; (d) the Class Representative Service Payments; and (e) the PAGA Fund.

24. Non-Participating Class Member. "Non-Participating Class Member" means any Class Member who submits a valid Opt-Out Request.

25. Opt-Out Request. "Opt-Out Request" means a timely and valid written request for exclusion from the Class by a Class Member, pursuant to Paragraphs 71 and 72, below.

26. PAGA. "PAGA" means the Labor Code Private Attorneys General Act, Labor Code §§ 2698-2699.8.

27. PAGA Award. "PAGA Award" shall mean each Aggrieved Employee's individual share of the portion of the PAGA Fund to be paid to Aggrieved Employees as provided in Paragraph 92, below.

28. PAGA Fund. "PAGA Fund" means $15,000 of the Gross Settlement Amount, or such other amount as the Court may order, allocated to settlement of claims for civil penalties under the Labor Code Private Attorneys General Act, Labor Code §§ 2698-2699.8.

29. PAGA Period. "PAGA Period" means the period from June 26, 2024 through the Preliminary Approval Date.

30. Participating Class Member. "Participating Class Member" means a Class Member who has not submitted a valid Opt-Out Request as provided herein.

31. Pay Periods/PAGA Pay Periods. "Pay Periods" mean the regularly scheduled two-week periods established by Defendant as the intervals at which it pays employee wages. "PAGA Pay Periods" are Pay Periods within the PAGA Period.

32. Preliminary Approval Date. "Preliminary Approval Date" means the day on which the Court enters an Order granting Preliminary Approval.

33. Preliminary Approval/Preliminary Approval Order. "Preliminary Approval" and "Preliminary Approval Order" means an order of the Court preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court, granting conditional Class Certification for settlement purposes, approving the form of Settlement Notice, and scheduling a Final Approval Hearing.

34. Qualified Settlement Fund. "Qualified Settlement Fund" means the Qualified Settlement Fund established by the Administrator into which all payments by Defendant shall be deposited and from which all payments provided in this Settlement Agreement shall be made, including: (a) Class Member Awards; (b) Administration Costs; (c) the Class Counsel Fees Payment; (d) the Class Counsel Litigation Expenses Payment; (e) the Class Representative Service Payments; and (f) the PAGA Fund.

35. Released Class Claims. "Released Class Claims" means the claims being released by Participating Class Members as described in Paragraph 50, below.

36. Released PAGA Claims. "Released PAGA Claims" means the claims being released by Plaintiffs Caitlin Wetter and Samantha Chiu, acting as proxies and agents of the State of California and the Labor and Workforce Development Agency as described in Paragraph 51, below. On entry of judgment, that release will bind all Aggrieved Employees.

37. Released Parties. "Released Parties" means Defendant Bonita House, Inc., and each of its former and/or present directors, officers, employees, accountants, attorneys, insurers, re-insurers, agents, successors, and assigns, whether in their individual or official capacities.

38. Settlement. "Settlement" means the disposition of the Action effected by this Settlement Agreement and the Judgment.

39. Settlement Agreement/Settlement. "Settlement Agreement" means the settlement terms as stated in this Settlement Agreement and the attached exhibits, and if applicable, as amended based on the Court's questions and/or directions.

40. Settlement Notice. "Settlement Notice" means a Court-Approved Notice of Class and PAGA Representative Action Settlement, substantially in the form of Exhibit A hereto, which will be distributed to Class Members and Aggrieved Employees by the Administrator.

III. SETTLEMENT CLASS CERTIFICATION AND DEFINITION

41. Solely for the purposes of settlement and the proceedings contemplated herein for effectuating this Settlement Agreement, the Parties stipulate and agree that the Court may (i) certify the Class; (ii) appoint Named Plaintiffs Caitlin Wetter and Samantha Chiu as Class Representatives to represent the Class for settlement purposes; (iii) appoint Goldstein Browne, PC as Class Counsel for the Class. Certification of the Class shall be effective and binding only with respect to this Settlement Agreement; and (iv) appoint Atticus Administration, LLC, as Administrator. Based on records provided by Defendant, the Parties estimate that there are more than 40 Class Members.

42. This stipulation as to the certification of the Class and the appointment of Class Representatives and Class Counsel shall be of no force and effect and has no evidentiary significance outside of or beyond enforcing the terms of this Settlement Agreement. By entering into this Settlement Agreement, Defendant does not waive its right to challenge or contest the maintenance of any lawsuit against it as a class action or representative action, to oppose certification of any class other than the Class in connection with the settlement memorialized in this Settlement Agreement, or to contest either Named Plaintiff's status as an "Aggrieved Employee" for PAGA purposes.

IV. GROSS SETTLEMENT AMOUNT AND ALLOCATION FRAMEWORK

43. The Action shall be settled and resolved on the Court's entry of Judgment following Final Approval. To effectuate the Settlement, Defendant will pay the Gross Settlement Amount of $525,000, plus the employer's share of payroll taxes on the Wage Portions of the Class Member

Awards, in exchange for the consideration set forth herein, including but not limited to the specified releases of claims by Class Representatives and Class Members, and the release of the Released PAGA Claims by Named Plaintiffs on behalf of the State of California and the LWDA. This Settlement Agreement is contingent on approval by the Court and entered into voluntarily by the Parties for the purpose of avoiding the burden, expense, risks, and uncertainty of litigation. The Settlement is non-reversionary and not on a "claims made" basis. Following the Effective Date, no portion of the Gross Settlement Amount shall revert to, or become due and payable to, Defendant.

44. Allocation of Gross Settlement Amount Among LWDA, Participating Class Members, Class Counsel, and Class Representatives. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval Order:

a. PAGA Allocation. For the PAGA Fund, $15,000, 65% of which (or $9,750) will be paid to the State of California (through the LWDA), and 35% of which (or $5,250) will be distributed among Aggrieved Employees as their PAGA Awards in accordance with Paragraph 92, below.

b. Class Representatives' Service Awards. Class Representative Service Awards of up to $15,000 ($7,500 to each Class Representative), subject to Court approval as stated in Paragraph 111, below.

c. Administration Costs. Administration Costs of up to $7,000 in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with the Preliminary Approval of Settlement.

d. Class Counsel's Fees and Litigation Costs. Attorney fees' up to one-third of the Gross Settlement Amount and reimbursement of litigation costs and expenses up to $5,000, to be subject to a separate motion and substantiated through attorney declaration as stated in Paragraph 108, below.

e. The Net Settlement Fund from which Participating Class Members will receive their Class Member Awards shall be calculated as provided in Paragraph 47, below.

45. No Reduction for Requests for Exclusion from the Class. The Gross Settlement Amount will not be reduced for requests for exclusion from the Class. If a Class Member opts out, the Administrator will distribute their portion of the Net Settlement Fund among the Participating Class Members in accordance with the distribution plan set forth in Paragraphs 46 through 49 of this Settlement Agreement.

V. INDIVIDUAL SETTLEMENT PAYMENT CALCULATION METHODOLOGY

46. Allocation Basis. Each Participating Class Member's Class Member Award from the Net Settlement Fund shall be their proportional share of the total hours credited to all Participating Class Members for shifts of at least 3.5 hours, calculated based on "R" (Regular) shift hours credited to them in Defendant's payroll records.

47. Calculation Formula. The formula for calculating each Participating Class Member's Class Member Award will be:

Total "R" (Regular) hours for all shifts for which Defendant's payroll records credited the Participating Class Member with at least 3.5 "R" hours

÷ Total "R" hours credited to all Participating Class Members for all shifts of 3.5 hours or longer

× Net Settlement Fund

48. Data Source. The calculation of estimated hours worked and Pay Periods shall be based on payroll records maintained by Defendant in the ordinary course of business. Based on the Parties' investigations, the most accurate available information about hours worked are the hours listed under the "R" (Regular) hours code. The Parties will use the "R" (Regular) hours code, used to differentiate payments for time worked from paid time off ("PTO"), holiday pay ("HLD"), birthday pay ("BHD"), and unpaid leave ("LWO"). Based on data provided by Defendant, the Parties estimate that there were approximately 760 Pay Periods in which one or more Class Members worked at least one shift of at least 3.5 hours during the period from August 30, 2021 through August 30, 2025.

49. Finalization of Calculations. The Administrator will calculate each Participating Class Member's individual Class Member Award after the Preliminary Approval Date based on updated data, the exclusion of any Non-Participating Class Members, and/or the exclusion of any individuals who have entered into settlements with Defendant that are not reflected in the wage data used in settlement negotiations. There will be no increase in the Gross Settlement Amount.

VI. RELEASED CLAIMS

A. Participating Class Member Releases

50. As of the Effective Date, each Participating Class Member, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall waive, fully release, and forever discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of any kind, whether known or unknown, that were or reasonably could have been brought in the Action based on the facts alleged in the PAGA notices submitted by Caitlin Wetter (LWDA Case No. 1107984-25), Samantha Chiu (LWDA Case No. 1149740-26), and/or the Complaint filed in this Action, including but not limited to claims based on California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 227.3, 256, 510, 511, 512, 515, 558, 1194, and 1197.1, California Code of Regulations, Title 8, Section 11040 (Wage Order No. 4-2001), Business & Professions Code sections 17200 et seq., and any related damages, penalties, restitution, equitable relief, disgorgement, interest, or attorneys' fees that arose during the Class Period. Participating Class Members do not release any other claims, including but not limited to claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation, or claims based on events occurring outside the Class Period.

B. PAGA Releases

51. As of the Effective Date, Plaintiffs Caitlin Wetter and Samantha Chiu, acting as proxies and agents of the State of California and the Labor and Workforce Development Agency, shall waive, fully release, and forever discharge the Released Parties from any and all claims for civil penalties whether payable to the LWDA or to Aggrieved Employees, under the Labor Code

Private Attorneys General Act of 2004, Labor Code §§ 2698–2699.8, that were alleged, or that could have been alleged, based on the facts and Labor Code violations alleged in Plaintiff Wetter's June 26, 2025 notice to the LWDA (LWDA Case No. 1107984-25) and/or in Plaintiff Chiu's January 13, 2026 notice to the LWDA (LWDA Case No. 1149740-26), including claims for civil penalties for violations of California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 227.3, 256, 510, 511, 512, 515, and 558 and Wage Order No. 4, that arose during the PAGA Period (the "Released PAGA Claims"). Upon entry of Judgment, Aggrieved Employees shall be bound by the Judgment and barred from pursuing the Released PAGA Claims, regardless of whether they submit an Opt-Out Request.

C. Named Plaintiff Samantha Chiu's Enhanced Release

52. On the Effective Date, subject to Defendant's full performance of this Settlement, and in consideration for and dependent on her receipt of such Class Representative Service Award as the Court may order, Plaintiff Chiu shall release and discharge the Released Parties from all claims, transactions, occurrences, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted in the Complaint and/or the Chiu PAGA Notice, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission, committed or omitted by a Released Party through the date Samantha Chiu executed this Settlement Agreement. This general release includes all known and unknown claims, but excludes any claim that cannot be released as a matter of law (*e.g.*, claims for workers' compensation benefits, disability benefits, unemployment insurance benefits, or based on occurrences outside the Class Period). As to this general release, Plaintiff Chiu acknowledges that she has had the opportunity to review and has reviewed California Civil Code section 1542, which provides:

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

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Being fully informed of this provision of the California Civil Code and understanding its provisions, Plaintiff Chiu agrees to waive any rights under Section 1542, and acknowledges that this Settlement Agreement and the release contained herein extends to all claims that she has or might have against the Released Parties, including those which are presently unknown or unsuspected.

53. On the Effective Date and Defendant's full performance of this Settlement, Named Plaintiff Caitlin Wetter shall release the Released Parties from the Released Class Claims in the same manner and to the same extent as Participating Class Members.

VII. SETTLEMENT ADMINISTRATION: CLASS LIST, NOTICE, AND DUTIES

A. Class List

54. No later than fifteen (15) days after the Preliminary Approval Date, Defendant shall cause to be delivered by email or otherwise to the Administrator an Excel spreadsheet containing the following information (the "Class List") for each Class Member: (a) their name; (b) their last known mailing address; (c) their last known email address; (d) their last known personal telephone number; (e) their Social Security number; (f) the start and end dates of the period during which they qualified as a "Class Member" as defined in this Settlement Agreement; (g) the number of "R" (Regular) shift hours credited to them during the period that they qualified as a Class Member; and (h) the number of PAGA Pay Periods in which they qualified as an "Aggrieved Employee" as defined in this Settlement Agreement.

55. Concurrently with its delivery of the Class List to the Class Administrator, Defendant shall provide Class Counsel with the same information as contained in the Class List, except that Social Security numbers shall not be provided to Class Counsel.

56. To protect Class Members' Privacy Rights, the Administrator and Class Counsel shall use and disclose that information only for purposes of this Settlement and for no other purpose, shall keep the Class List and any other information regarding Class Members obtained

through this Settlement confidential, shall restrict access to the Class List to employees who need access to the same to perform under this Settlement Agreement and effect the Settlement.

57. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class List omitted Class Member identifying information and to provide a corrected or updated Class List as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class List 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 List data.

B. Notice Distribution

58. Within ten (10) days after delivery of the Class List, the Administrator shall mail a Settlement Notice to each Class Member via United States Mail to the Class Member's last known address. Each Class Member's Settlement Notice shall include: (a) an explanation of the material terms of the Settlement; (b) the start and end dates of the Class Member's membership in the Class; (c) the total number of "R" hours credited to the Class Member in Defendant's payroll data for the portions of the Class Period in which they qualified as a Class Member; (d) the Class Member's estimated Class Member Award amount assuming that: (i) no Opt-Out Requests are submitted and all Class Members become Participating Class Members; and (ii) that the Court approves the proposed Administration Costs, Class Representative Service Awards, Class Counsel's Fees Payment, and Class Counsel's Litigation Expenses Payment; (e) the number of PAGA Pay Periods during which the Class Member qualified as an "Aggrieved Employee" as defined in this Settlement Agreement; (f) the Class Member's estimated PAGA Award assuming the Court approves the proposed PAGA Fund allocation; (g) a clear statement of the Class Member's rights and options, including the right to participate in the Class settlement, opt out of the Class, or object to the Class settlement of they remain a Participating Class Member; (h) the deadlines for exercising those rights; and (i) the Administrator's contact information.

59. Before mailing the Settlement Notice, the Administrator shall check the Class Member addresses in the Class List against the United States Postal Service National Change of Address database. If any mailed Settlement Notice is returned as undeliverable, within seven (7)

days the Administrator shall: (a) re-check the National Change of Address database for a forwarding address; and/or (b) at its option, directly contact the recipient using the phone number provided in the Class List to obtain a forwarding address, and re-mail the Class Notice to the most current address obtained. In the event that any Settlement Notice is returned as undeliverable a second time, no further efforts shall be required.

60. If the Administrator follows the procedures set forth above and/or any other procedures ordered by the Court, the Settlement Notice will be deemed to be adequately provided to all Class Members. If despite the Administrator's following those procedures a Class Member does not receive the Settlement Notice, the intended recipient shall remain a Class Member and will be deemed an Participating Class Member unless he or she submits a valid Opt-Out Request within the time specified in the Settlement Notice.

C. Website and Contact Number

61. Class Counsel shall establish and maintain a settlement website and provide contact information so that Class Members can access information about the Settlement and make inquiries. The settlement website shall include at a minimum: (a) the Settlement Notice as approved by the Court; (b) the Complaint; (c) all papers filed in conjunction with the preliminary approval motion; (d) this Settlement Agreement; and (e) the Preliminary Approval Order. The website shall remain active through at least thirty (30) days after the Administrator has completed all distribution duties under this Settlement Agreement.

D. Qualified Settlement Fund

62. On entry of the Preliminary Approval Order, the Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B of the Internal Revenue Code and Treasury Regulation Section 1.468B-1 et seq. The Administrator shall serve as the trustee of the Qualified Settlement Fund.

63. Within seven (7) days after the Effective Date, Defendant shall deposit with the Administrator the Gross Settlement Amount plus Defendant's share of payroll taxes as calculated by the Administrator. All settlement payments provided for in this Settlement Agreement, including Administration Costs, the PAGA Fund, Participating Class Member Awards, payments to Class

Counsel for attorneys' fees and costs, and Class Representative Service Awards, shall be paid from the Qualified Settlement Fund.

64. 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.

VIII. CLASS MEMBER RESPONSES: OBJECTIONS, OPT-OUTS, AND DISPUTES

A. Participating Class Member Objections

65. Any Participating Class Member who wishes to object to the Class settlement may object in writing. A Non-Participating Class Member shall not be entitled to object to the Class settlement, and their submission of an objection shall be deemed invalid and of no effect. No group or representative objections are allowed or accepted.

66. To object in writing, a Participating Class Member must submit a signed, completed written objection by mail to the Administrator no later than sixty (60) days after the Administrator's mailing of the Settlement Notice or fifteen (15) days after a re-mailing of Notice, whichever is later. The postmark date on that mailing or, in the absence thereof, three (3) days before it is received by the Administrator, shall be deemed to be the mailing date.

67. To be effective, a written objection must: (a) state the specific basis for the objection; (b) include information sufficient to identify the objecting Class Member, including the Class Member's name, address, telephone number, and the unique Notice Identification Number contained in the Settlement Notice received by the Class Member; and (c) bear the signature of the objecting Class Member. Any written objection that does not comply with all these requirements shall be deemed invalid and of no effect. Any objection that is not timely submitted shall be invalid.

68. On a weekly basis, the Administrator shall provide to Class Counsel and Defense Counsel copies of all written objections.

69. Class Members may also object orally at the Final Approval Hearing by appearing in person or by telephone. Class Members may so object either on their own or through an attorney hired at their own expense. Class Members who intend to appear and be heard at the Final

Approval Hearing shall be required to state their full name, specific reason(s) for the objection, and if applicable, present any and all evidence in connection with their objections.

70. 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.

B. Opt-Out Requests

71. Any Class Member who wishes to opt out of the Class settlement must, within sixty (60) days after the Administrator's mailing of the Settlement Notice, or fifteen (15) days after a re-mailing of Notice, whichever is later, send by mail to the Administrator a written, signed Opt-Out Request. No group or representative opt-outs are allowed or accepted.

72. To be effective, the Opt-Out Request must: (a) be signed by the Class Member; (b) include the Class Member's name, address, telephone number, and the unique Notice Identification Number contained in the Settlement Notice received by the Class Member; and (c) include a written statement confirming that the individual is aware that by opting out they will forego the opportunity to receive monetary benefits from this Settlement Agreement as a Class Member. The date of the postmark on that mailing shall be deemed to be the date of such mailing or, in the absence thereof, three (3) days before it is received by the Administrator.

73. On receipt, the Administrator shall forthwith send to Defense Counsel and Class Counsel copies of anything received that purports to be an Opt-Out Request. The Administrator will notify the Class Member in writing of any deficiencies in their Opt-Out Request, and that Class Member will be permitted fifteen (15) days after the mailing of the deficiency letter to cure all deficiencies in writing. The Administrator shall determine the validity of any disputed Opt-Out Request. The Administrator's decisions in that regard shall be final and binding.

74. Any individual who submits a timely and valid Opt-Out Request will be a "Non-Participating Class Member" and will not be entitled to object to the Class settlement or to receive a Class Member Award. However, a Non-Participating Class Member will remain an Aggrieved Employee, will receive a PAGA Award, and will be bound by the Judgment as to the Released PAGA Claims as set forth in Paragraph 51, above.

75. The Parties and their respective attorneys and agents have refrained and will refrain from soliciting, causing, or encouraging, directly or indirectly, the submission of any Opt-Out Request, any objection to the Class settlement, or any appeal or petition for writ proceedings seeking review of any order or judgment contemplated by the Settlement. 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.

C. Disputes Concerning Class Member Status

76. Should any person who does not receive a Settlement Notice wish to come forward purporting to be a Class Member, that person shall notify the Administrator and provide any documentary support they wish to have considered within sixty (60) days after the Administrator's mailing of the Settlement Notice. The Administrator shall send any such documents to Class Counsel and Defense Counsel within seven (7) days after receiving them.

77. On receipt of that notice, Defendant shall investigate the matter, including with reference to its business records, and shall determine whether the person is a Class Member. Then, within seven (7) days after receipt of the notice, Defendant shall notify the Administrator and Class Counsel as to the results of the investigation into the person's status as a Class Member and include reasonably available documentary support for its position.

78. In the event that the person does not provide any documentation to support their inclusion in the Class, Defendant's determination shall control. In the event that the person does provide supportive documentation, Defendant shall either notify the Administrator and Class Counsel that it stipulates to the person's assertion(s), or shall notify them that it disputes such assertion(s) with its proposed determination, the factual basis therefor, and any supporting documentation.

79. The Administrator shall determine the dispute, which determination shall control, and shall provide the disputing person, Defense Counsel, and Class Counsel with written notice of its decision. If the person is determined to be a Class Member, the Administrator shall mail that person a Settlement Notice, whereon the procedures for submitting objections and Opt-Out Requests set forth in this Settlement Agreement shall apply to that person.

D. Disputes Concerning Class Member Work History Data

80. If a Class Member disagrees with any of the information stated in their Settlement Notice concerning their duration of their status a Class Member and/or the "R" hours credited to them in Defendant's payroll data, that Class Member shall send to the Administrator, within sixty (60) days after the Administrator's mailing of the Settlement Notice or fifteen (15) days after a re-mailing of the Settlement Notice, whichever is later, a written notice setting forth the Class Member's basis for that disagreement, including any and all documents supporting their dispute.

81. On receipt of any such dispute notice, the Administrator shall send it to Class Counsel and Defense Counsel. Defendant shall investigate the matter, including by examining its business records, and shall, within seven (7) days after receiving the dispute notice, advise Class Counsel and the Administrator as to its determination regarding the Class Member's dispute.

82. In the event that the Class Member does not provide any supportive documentation, Defendant's determination shall control. In the event that the Class Member does provide supportive documentation, Defendant shall, within the same seven (7) day period, either notify the Administrator and Class Counsel that it stipulates to the Class Member's assertion(s), or shall notify them that it disputes such assertion(s), and shall provide the Administrator and Class Counsel with its proposed determination, the factual basis therefor, and any supporting documentation.

83. The Administrator shall determine the dispute, which determination shall control, and shall provide the disputing Class Member, Defense Counsel, and Class Counsel with written notice of its decision. If the Class List data is corrected, the Administrator shall mail an updated Settlement Notice reflecting the corrected information and the related adjustments to the Class Member's anticipated Class Member Award and/or PAGA Award to the affected Class Member.

IX. COURT APPROVAL PROCESS: PRELIMINARY APPROVAL, FINAL APPROVAL, AND EFFECTIVE DATE

A. Motion for Preliminary Approval

84. Within twenty-eight (28) days after execution of this Settlement Agreement, Class Counsel shall file a motion with the Court requesting preliminary approval of the settlement terms

provided in this Settlement Agreement. The proposed Preliminary Approval Order will ask the Court to: grant preliminary approval of the Settlement as fair, reasonable, and adequate; conditionally certify the Class pursuant for settlement purposes only; appoint Class Counsel for settlement purposes only; appoint Named Plaintiffs Caitlin Wetter and Samantha Chiu as Class Representatives for settlement purposes only; appoint Atticus Administration, LLC as the Administrator; set the date and time for a Final Approval Hearing; and approve the form and issuance of the Settlement Notice and direct distribution of the same.

85. The Parties agree to cooperate in good faith to obtain preliminary approval and to respond to any issues raised by the Court.

B. Motion for Final Approval

86. Class Counsel shall file a motion for final approval according to the schedule the Court sets in the Preliminary Approval Order.

87. 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 of the Court so requests and submitting supplemental evidence and supplementing points and authorities as requested by the Court.

C. Entry of Judgment

88. On granting the Final Approval Motion, the Court will enter a Judgment consistent with the Final Approval Order.

D. Effect of Non-Approval

89. In the event the Court denies final approval of the Settlement or an appellate court finds the Settlement unenforceable, the Settlement shall be void and the Parties shall be returned to the same positions as existed prior to the signing of this Settlement Agreement. Any order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, nunc pro tunc. Neither this Settlement Agreement nor the Court's Preliminary or Final Approval thereof shall be admissible in any court regarding any issue or subject (except for the purpose of enforcing this Settlement Agreement). Each Party reserves the right to prosecute or defend this Action in the event that this Settlement Agreement does not become final and binding. No Party

shall be deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions.

90. Pursuant to Code of Civil Procedure section 583.330(a), the Parties stipulate that the time for bringing a case to trial under Code of Civil Procedure section 583.310 is tolled during the time it takes to obtain a Judgment approving this Settlement Agreement, from the date that this Settlement Agreement is fully executed. If this Settlement Agreement does not obtain final approval or is otherwise terminated, this tolling period will end fourteen (14) days after the denial, decision rendering this Settlement Agreement unenforceable, or termination date.

X. PAGA PROVISIONS: ALLOCATION, PAYMENT, AND LWDA COMPLIANCE

91. From the Gross Settlement Amount, $15,000 is allocated to the PAGA Fund for PAGA civil penalties. Of the total PAGA Fund, 65% (or $9,750) shall be paid to the LWDA, and 35% (or $5,250) shall be distributed among Aggrieved Employees as their PAGA Awards. In agreeing on this allocation, which is subject to Court approval, the Parties have taken into account Defendant's affirmative defenses as to Plaintiff Wetter's "aggrieved employee" standing, mandatory penalty reductions based on Defendant's reasonable compliance efforts both after receiving the Wetter PAGA Notice and before receiving the Chiu PAGA Notice, penalty stacking limitations under PAGA as reformed in 2024, and a trial court's equitable power to otherwise reduce penalty awards in the interests of justice. If the Court approves a PAGA Fund allocation in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Fund. Conversely, the Court orders a PAGA Fund allocation in an amount greater than the amount requested, the Administrator will reduce the Net Settlement Fund by the difference between the amount requested and the amount ordered.

92. Each Aggrieved Employee's PAGA Award shall be calculated on a pro rata basis according to the number of PAGA Pay Periods that Aggrieved Employee worked during the PAGA Period in relation to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Each Aggrieved Employee will receive a PAGA Award regardless of whether they opt out of the Class.

93. Within five (5) days after Defendant's deposit of the Gross Settlement Amount with the Administrator, the Administrator shall pay the LWDA its share of the PAGA Fund ($9,750). The Administrator shall combine each Aggrieved Employee's PAGA Award with their Class Member Award (if they are also an Participating Class Member) and issue a single settlement check.

94. Class Counsel shall timely submit to the LWDA a copy of this Settlement Agreement, the motions for preliminary and final approval, the proposed Judgment, and a copy of any other order providing for or denying an award of civil penalties, in compliance with California Labor Code sections 2699(l)(2)-(3).

XI. PAYMENT DISTRIBUTION, TAX TREATMENT, AND UNCASHED CHECKS

A. Timing and Method of Payment

95. Within fourteen (14) days after receiving the Gross Settlement Amount into the Qualified Settlement Fund, the Administrator shall pay the LWDA Payment, the individual Class Member Awards, the individual PAGA Awards, the Class Representative Service Payments, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Payments to the Class Members, including Named Plaintiffs, shall be made by check sent by U.S. Mail with return and forwarding services requested. The Administrator may combine a Class Member's Class Member Award, PAGA Award, and (if applicable) Class Representative Service Payments into a single check. Before mailing any Class Members' checks, the Administrator must update the individual recipients' mailing addresses using the National Change of Address database.

96. At Class Counsel's request, the Administrator shall pay Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment by check or by wire transfer into such financial institution accounts as Class Counsel directs.

97. If a Class Member's check is returned undeliverable, the Administrator shall re-check the National Change of Address database for a forwarding address. At its option, the Administrator may alternatively or in addition directly contact the recipient using the phone number provided in the Class List to obtain a forwarding address. The Administrator must re-mail the check to any forwarding address so obtained within seven (7) days after receiving the returned check. The

Administrator need not take further action to deliver checks to Class Members whose re-mailed checks are returned undelivered.

B. Tax Allocation and Withholding

98. The Parties agree that 50% of each Class Member Award shall be allocated to Form W-2 wages (the "Wage Portion"), and 50% to interest and penalties subject to Form 1099 reporting (the "Non-Wage Portion"). Each PAGA Award shall be treated as 100% civil penalties and reported on IRS Form 1099. The Administrator shall calculate from the Net Settlement Fund each Participating Class Member's Class Member Award, employee taxes, deductions, and other amounts required to be paid to government agencies and tax authorities, as well as each Aggrieved Employee's PAGA Award. The Wage Portion of the Class Member Award will be reduced by applicable payroll tax withholding and deductions for federal and state income tax, FICA, Medicare, and any other employee withholdings required by law. The Non-Wage Portion will not be reduced by payroll tax withholdings or deductions.

99. Defendant is responsible for payment of all employer payroll taxes, including but not limited to the employer's share of FICA, FUTA, SUTA, and Medicare taxes on the Wage Portion of each Class Member Award. Defendant shall pay its share of payroll taxes in addition to the Gross Settlement Amount and not as a reduction in the same. The Administrator shall calculate the employer's share of payroll taxes and advise Defendant as to the amounts that Defendant is required to remit.

100. The Administrator shall be solely responsible for complying with all federal, state, and local tax reporting and payment obligations, and for preparing, filing, and issuing any required tax forms related to payments under this Settlement. The Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Participating Class Member, Aggrieved Employee, Class Representative, and Class Counsel.

101. The payment of Class Member Awards, PAGA Awards, and/or Class Representative Service Payments shall not oblige Defendant to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved Employees (such as 401(k)

contributions or bonuses) beyond those specified in this Settlement Agreement. This provision does not expand any releases contained in this Settlement Agreement.

C. Participating Class Members' Tax Obligations

102. Participating Class Members are responsible for any additional taxes owed on their settlement payments, including all taxes on the Non-Wage Portion of their Class Member Award and their PAGA Award reported on Form 1099. Neither Class Counsel, Defendant, nor Defense Counsel are providing any tax advice, and Class Members are advised to consult independent tax professionals regarding the tax consequences of their settlement payments.

D. Circular 230 Disclaimer

103. Each Party acknowledges and agrees that: (a) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied on as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. part 10, as amended); (b) each Party (i) has relied exclusively on their own independent legal and tax counsel for advice in connection with this Settlement Agreement, (ii) has not entered into this Settlement Agreement based on the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely on any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether that limitation is legally binding) on disclosure by the Party of the tax treatment or tax structure of any transaction contemplated by this Settlement Agreement.

E. Check Expiration and Re-Issuance

104. The expiration date of settlement checks issued by the Administrator to Participating Class Members will be one hundred twenty (120) days after the mailing date. The Administrator shall reissue checks to Class Members on request before the expiration date. The Administrator shall make reasonable efforts to ensure that settlement checks are cashed, including sending a

reminder email or letter to Class Members who have not cashed their checks within forty-five (45) days after the initial mailing date.

105. Following the initial distribution, the Administrator will supply the Court with a declaration stating the number and total value of checks that remain uncashed within thirty (30) days after the expiration of the 120-day period provided in Paragraph 104. The Court retains jurisdiction to order a second distribution based on the results of the initial distribution.

F. Disposition of Uncashed Checks

106. The amount of any settlement checks that (a) were re-mailed and returned undelivered as provided in Paragraph 97; and/or (b) remain uncashed after one hundred twenty (120) days after the date of initial mailing as provided in Paragraph 105, or if the Court orders a second distribution as provided in Paragraph 104, 120 days after the second mailing, shall be remitted by the Administrator by check to the Disability Rights Education and Defense Fund, 3075 Adeline St, Suite 210, Berkeley, CA 94703 ("DREDF" or the "Cy Pres Recipient"). The Parties agree that DREDF is an appropriate cy pres organization because it provides civil legal services to the indigent. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

G. Final Accounting

107. Within ten (10) days after the Administrator fully disburses 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 Settlement Agreement. At least 15 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 Settlement Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

XII. ATTORNEY FEES, LITIGATION COSTS, AND CLASS REPRESENTATIVE SERVICE AWARDS

A. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

108. Class Counsel will seek an order awarding them attorney fees of up to one-third of the Gross Settlement Amount ($175,000) and reimbursement of actual and reasonable out-of-pocket costs of up to $5,000 to prosecute the Action, subject to a separate motion and substantiated by an attorney declaration. Class Counsel will file that motion early enough for it to be heard concurrent with the Final Approval Hearing. Defendant will not oppose a motion seeking fees and costs in the above amounts.

109. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.

110. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

B. Class Representative Service Awards

111. Up to $7,500 each for Named Plaintiffs Caitlin Wetter and Samantha Chiu, totaling up to $15,000, as Class Representative Service Awards to compensate them for their time, effort, risks, and broader release of claims. Defendant will not oppose Class Representative Service Awards up to those amounts, which will be in addition to the Named Plaintiffs' Class Awards and PAGA Awards. Class Counsel will seek approval of the Class Representative Service Awards as part of the Final Approval Motion. The Class Representative Service Awards are subject to Court approval and will be reported as 1099 income. Each Named Employee assumes full responsibility and liability for taxes owed on her Class Representative Service Award.

C. Reduction of Award

112. If the Court awards less than the amounts sought as the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Awards, the Administrator will retain the remainder(s) in the Net Settlement Fund available for

distribution to Participating Class Members. Such a reduction will not constitute a material modification giving any Party the right to void this Settlement Agreement.

XIII. GENERAL PROVISIONS: COOPERATION, ENFORCEMENT, NO ADMISSION, CONFIDENTIALITY, AND ENTIRE AGREEMENT

A. Cooperation and Reasonable Modifications

113. The Parties pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court. The Parties and their respective counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth in this Settlement Agreement, including without limitation, timely filing of all motions, papers, and evidence necessary to do so, and further agree that they will use their best efforts to facilitate full participation in the Settlement. This Settlement Agreement contemplates that the Court and the Parties may make reasonable modifications to this Settlement Agreement in order to affect its essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall not render this Settlement Agreement void, but rather the Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect. Any failure of any Party, Defense Counsel, and/or Class Counsel to comply with any obligation, covenant, agreement, or condition of this Settlement Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective Counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist on strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

B. Warranty of Authority

114. The undersigned each represent and warrant that they have authority to enter into this Settlement, and that by doing so they are not in breach or violation of any agreement with any third parties. The Parties, however, recognize that this Settlement Agreement is subject to Court approval.

C. No Prior Assignments

115. 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 Agreement.

D. Modification of Agreement

116. This Settlement 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.

E. Agreement Binding on Successors

117. This Settlement Agreement will be binding upon, and inure to the benefit of, the respective successors of each Party.

F. Waiver of Right to Appeal

118. Provided the Judgment is consistent with the Settlement terms provided herein, the Parties, their respective counsel, and all Participating Class Members who do not object to the Class settlement as provided in this Settlement 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 Settlement 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 Fund.

G. Enforcement; Continuing Jurisdiction

119. This Settlement Agreement is enforceable pursuant to California Rule of Court 3.769(h). The Court shall retain continuing jurisdiction over the interpretation, implementation, and enforcement of this Settlement Agreement. If any disputes arise regarding the interpretation, implementation, or enforcement of this Settlement Agreement, the Parties will meet and confer in good faith to resolve such disputes. If the Parties are unable to resolve such disputes through the meet and confer process, any Party to the dispute may seek Court intervention. Any enforcement

proceedings shall be filed in the same Court. The prevailing party in any enforcement action may be awarded reasonable attorneys' fees and costs.

H. No Admission of Liability

120. This Settlement Agreement represents a compromise and settlement of highly disputed claims. By entering into this Settlement Agreement, Defendant does not admit liability in this Action. Defendant expressly denies that it violated any law, or engaged in any wrongdoing with respect to Named Plaintiffs, Class Members, Aggrieved Employees, or the State of California. Defendant denies all liability and contends that Named Plaintiffs and the putative Class Members and/or Aggrieved Employees were exempt employees under Wage Order No. 4's "learned or artistic profession" exemption, Cal. Code Regs., tit. 8, § 11040(1)(A)(3)(b)-(d). This settlement is a compromise to avoid the burden, expense, risks, and uncertainty of litigation. The Parties agree that neither their entry into this Settlement Agreement, nor any actions undertaken by Defendant in satisfaction of the Memorandum of Understanding dated March 23, 2026 or this Settlement Agreement, shall constitute, or be construed as, an admission of any liability or wrongdoing. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to, nor shall any of the foregoing constitute, be introduced, be used, or be admissible in any way in this Action or any other judicial, arbitral, administrative, investigative, or other proceeding of whatsoever kind or nature as evidence of any violation of the California Labor Code, Wage Order No. 4-2001, Business & Professions Code, or any other federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court or in mediation or arbitration to enforce or implement any provision of this Settlement Agreement, including to enforce any release, or implement any orders or judgments of the Court entered into in connection herewith.

I. Confidentiality Prior to Preliminary Approval

121. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Settlement Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) 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. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Settlement Agreement or the matters giving rise to this Settlement 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.

J. Entire Agreement and Supersession of Memorandum of Understanding

122. This Settlement Agreement, together with its exhibits, embodies the Parties' entire agreement and understanding relating to the Settlement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, express or implied, including specifically the Memorandum of Understanding dated March 23, 2026. The Memorandum of Understanding's substance, as modified based on further discussions between the Parties' counsel, has been incorporated into the operative provisions of this Settlement Agreement. The Parties acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Settlement Agreement; that they have not executed this Settlement Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance, not

expressly set forth in this Settlement Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Settlement Agreement, including, but not limited to, any purported settlements, modifications, waivers or terminations of this Settlement Agreement, shall be valid or binding, unless executed in writing by all of the Parties and approved by the Court where required. This Settlement Agreement may be amended, and any provision herein waived, but only in writing, signed by all Parties and approved by the Court where required. Any waiver must be in writing.

K. Governing Law

123. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

L. Cooperation in Drafting

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

M. Confidentiality

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

N. Use and Return of Class Data

126. Information provided to Class Counsel pursuant to Evidence Code §1152, and all copies and summaries of the Class data provided to Class Counsel by Defendant in connection with settlement negotiations and/or otherwise connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class data received from Defendant unless, prior to the Court's discharge of

the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class data.

O. Headings

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

P. Calendar Days

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

Q. Notices

129. All notices, demands or other communications between the Parties in connection with this Settlement 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	**To Defendant**
Byron Goldstein (SBN 289306) Email: byron@goldsteinbrowne.com David Browne (SBN 261345) Email: david@goldsteinebrowne.com Stephanie Baker (SBN 329950) Email: stephanie@goldsteinbrowne.com GOLDSTEIN BROWNE, PC 1111 Broadway, Suite 300 Oakland, CA 94607	Michael A. Farbstein (SBN 107030) Email: maf@farbstein.com Barbara L. Lyons (SBN 173548) Email: bll@farbstein.com Suzanne T. Farbstein Email: stf@farbstein.com FARBSTEIN & BLACKMAN A Professional Corporation 411 Borel Avenue, Suite 600 San Mateo, California 94402-3518

R. Counterparts and Signatures

130. This Settlement Agreement may be executed in counterparts, including by electronic or PDF signatures. Each signed counterpart together with the others shall constitute the full Settlement Agreement. Each counterpart shall be deemed an original, but all of which together shall constitute a single instrument.

S. Stay of Litigation

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

XIV. SIGNATURES

IT IS SO AGREED:

Dated: 06/11/2026

Caitlin Wetter (Nov 6, 2026 16:26:30 PST)

CAITLIN WETTER

Dated: 10/11/2026

Sam Chiu (Nov 10, 2026 16:39:22 PST)

SAMANTHA CHIU

Dated: _____

BONITA HOUSE

By: _____
Laura Weissberger, Executive Director

APPROVED AS TO FORM:

Dated: 06/11/2026

GOLDSTEIN BROWNE, PC

By: Byron Goldstein
Byron Goldstein (SBN 289306)
Attorneys for Plaintiffs
CAITLIN WETTER and SAMANTHA CHIU

Dated: _____

FARBSTEIN & BLACKMAN
A Professional Corporation

By: _____
Barbara L. Lyons (SBN 173548)
Attorneys for Defendant BONITA HOUSE

S. **Stay of Litigation**

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

XIV. SIGNATURES

IT IS SO AGREED:

Dated: _____

CAITLIN WETTER

Dated: _____

SAMANTHA CHIU

Dated: 11/5/26

BONITA HOUSE

By: Laura Weissberger
Laura Weissberger, Executive Director

APPROVED AS TO FORM:

Dated: _____

GOLDSTEIN BROWNE, PC

By: _____
Byron Goldstein (SBN 289306)
Attorneys for Plaintiffs
CAITLIN WETTER and SAMANTHA CHIU

Dated: November 6, 2026

FARBSTEIN & BLACKMAN
A Professional Corporation

By: Barbara L. Lyons
Barbara L. Lyons (SBN 173548)
Attorneys for Defendant BONITA HOUSE

EXHIBIT A

Court-Authorized Notice of Class and PAGA Representative Action Settlement

[NAME]
[ADDRESS]
[CITY, STATE ZIP

COURT-AUTHORIZED NOTICE OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Bonita House, Inc.'s records indicate that you may be entitled to a payment from a class action lawsuit settlement because you meet the definition of a "Class Member."

You are a "Class Member" for those dates in the period beginning August 30, 2021 and ending March 31, 2026 when you: (a) were employed by Bonita House as a behavioral health clinician on the Community Assessment and Transport Team, the Pleasanton Alternative Response for Mental Health, the Berkeley Specialized Care Unit, or the Albany Crisis Team; (b) were paid on a salary basis; and (c) were not a Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Licensed Professional Clinical Counselor. However, you are not a Class Member if you have released your wage and hour claims against Bonita House.

This Notice is Court-Authorized. It is not a solicitation from a lawyer.

- You received this Notice because, according to Bonita House's records, you are a Class Member in this proposed class action and PAGA settlement.

- Former Bonita House clinicians, Caitlin Wetter and Samantha Chiu, filed a lawsuit against Bonita House in the Alameda Superior Court titled *Caitlin Wetter and Samantha Chiu, individually, and on behalf of those similarly situated and the State of California, Plaintiffs, v. Bonita House, Defendant*, Case No. 26CV178460 (the "Action"). In the Action, the plaintiffs allege that Bonita House misclassified salaried behavioral health clinicians as exempt from overtime, meal periods, and rest breaks, and that because of that misclassification, Bonita House failed to pay overtime wages, failed to provide meal periods, failed to provide rest periods, and failed to furnish accurate, itemized wage statements. In addition, for the allegedly misclassified clinicians who are no longer Bonita House employees, the plaintiffs allege that Bonita House failed to pay all wages due upon termination, including, but not limited to, accrued and unused vacation/PTO.

  The plaintiffs also sue for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") for the alleged violations committed during the period from June 26, 2024 to [date of preliminary approval] (the "PAGA Period") against individuals who qualified as Class Members during that period (the "Aggrieved Employees").

  Bonita House denies these allegations, and no Court has ruled in favor of any party.

  The parties have entered into a settlement agreement to resolve the class and PAGA claims asserted in the Action without further litigation, expense, or uncertainty.

- You can learn more at: [GB website].

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RECEIVE A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case, release your claims (listed below) against Bonita House, and be sent a settlement check.
EXCLUDE YOURSELF	If you do not want to participate in the class settlement and want to retain your right to sue Bonita House for unpaid wages or the claims identified in Section 11 of this Notice, you must submit the attached Opt-Out Form to the Administrator. If you submit an Opt-Out Form, you will not receive a class settlement payment and may not object to the class settlement. You will still receive a check for your share of the PAGA settlement, for which there is no option to opt out.
OBJECT	You may submit the attached Objection Form if you do not submit an Opt-Out Form and want to object to the settlement. The Court cannot change the settlement based on an objection and can only approve or reject the entire settlement. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.

- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION ABOUT THE PROPOSED CLASS ACTION AND PAGA SETTLEMENT

1. Why did I get this notice?

You have a right to know about the proposed class and PAGA settlement terms, and about all of your options, before the Court decides whether to approve the settlement. This Notice explains the Action, your legal rights, and what benefits are available.

The Honorable S. Raj Chatterjee, Judge of the Superior Court of California, County of Alameda, is overseeing the Action and this proposed Class Action and PAGA settlement.

For more information about the settlement, please see the settlement agreement available at www._____.com, or by contacting Class Counsel at [phone number].

2. Am I covered by this settlement?

Bonita House' records show that you meet the definition of Class Member for the following period between August 30, 2021 and March 31, 2026: [DATES], that you were credited with [X] "R" (regular) shift hours for days on which you worked at least 3.5 hours during that period, and that you worked during [X] pay periods during the PAGA Period (June 26, 2024 to [DATE OF PRELIMINARY APPROVAL].

If you believe this information is incorrect and you want to dispute it, you must contact the Administrator at [mailing address] to submit a dispute and any supporting documents by [60 days from mailing].

3. What is this lawsuit about?

This case is about whether Bonita House improperly classified you as exempt, *i.e.*, not eligible for overtime pay, meal periods, and rest breaks, and based on that alleged misclassification, failed to pay you overtime wages, provide off-duty meal periods and rest breaks, and provide accurate, itemized wage statements. In addition, if you are a former employee, the misclassification claim includes alleged failure to pay all owed wages, including but not limited to accrued and unused paid time off, when your employment ended. Bonita House denies these allegations. The Court has not ruled in favor of any party.

4. Why is this a class action?

In a class action, one or more people called "Class Representatives" bring claims on behalf of other people who have similar claims. The people are called "Class Members" and together are the "Class." The individuals who initiated this class action are called the "Named Plaintiffs," who the Court has appointed to serve as Class Representatives in representing the Class. In a class action, the Plaintiff asks the court to resolve the issues for every Class Member who does not exclude themselves. In addition, as the litigation includes a claim for PAGA penalties, the Named Plaintiffs represent the State and those Class Members who allegedly suffered overtime, meal period, rest break, and failure to pay wages on termination violations during the PAGA Period (the "Aggrieved Employees"). The settlement also includes the PAGA claims, settlement of which also requires court approval.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Bonita House. Both sides believe they may prevail in the litigation, but there was no decision in favor of any party. Instead, the parties agreed to resolve this matter to avoid the expense and risks of more litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Bonita House has agreed to pay $525,000 (the "Gross Settlement Fund"), plus the employer's share of payroll taxes on individual class settlement payments allocated to wages. The Gross Settlement Fund will be used to pay: (1) the Named Plaintiffs' attorneys' fees of up to $175,000, plus reimbursement of their actual litigation expenses and costs of up to $5,000; (2) Service Awards of $7,500 for each of the two Class Representatives for the service on behalf of the Class; (3) $15,000 to settle PAGA claims (the "PAGA Fund"), 65% of which will be paid to the State and 35% of which will be distributed *pro rata* among Aggrieved Employees; and (4) the Administrator's fees and costs of up to $7,000. The remaining amount is the Net Settlement Fund, which will be distributed among Class Members who do not opt out of the Class (the "Participating Class Members") as their shares of the Class Settlement. All the above amounts are subject to Court approval, and any change in the Gross Settlement Fund allocations would change the Net Settlement Fund amount.

7. How will my settlement payment be calculated?

Class Member Awards. Each Participating Class Member will receive a Class Member Award, representing their proportionate share of the Net Settlement Fund. That proportionate share will be based on the number of scheduled hours allocated to "R" (Regular) time in Bonita House's payroll records for shifts of at least 3.5 hours

as a percentage of all hours allocated to "R" time for all shifts of 3.5 hours or longer for salaried work during the Class Period. Your payment will be calculated using the following formula: ((Total "R" (Regular) hours for all shifts for which Defendant's payroll records credited the Participating Class Member with at least 3.5 "R" hours) ÷ (Total "R" hours credited to all Participating Class Members for all shifts of 3.5 hours or more)) x Net Settlement Fund.

PAGA Awards. Regardless of whether you opt out of the Class, if you qualified as a Class Member for any part of the period beginning June 26, 2024 and ending [date of preliminary approval], 2026 (the "PAGA Period") you will be considered an "Aggrieved Employee" for settlement purposes and will receive a PAGA Award from the PAGA Fund. By law, 65% of the $15,000 PAGA Fund will be paid to the California Labor and Workforce Development Agency, and the remaining 35% will be distributed among Aggrieved Employees. If the Court approves a $15,000 PAGA Fund, the Aggrieved Employees' 35% total share will be $5,250. Each Aggrieved Employee's share of the PAGA Fund will be apportioned based on the number of two-week pay periods during which they qualified as an Aggrieved Employee (the "PAGA Pay Periods") as a percentage of all PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.

Based on Bonita House' records of shift hours credited to you while you worked as a Class Member (see Page 1 for definition), your *estimated* Class Member Award from the Net Settlement Fund is $_____. Your *estimated* PAGA Award is $_____. Your total estimated payment is $_____. The actual amount of any payment may vary.

If the dates or pay periods listed in section 2 are incorrect, you may contact the Administrator at [mailing address] to submit a dispute and any documents you have to support the disputed information by [60 days from mailing]. The Administrator will then evaluate your dispute and make the final determination it.

One-half of your Class Member Award (if any) will be allocated to wages and subject to payroll deductions for applicable taxes and withholdings like any other paycheck. You will receive a Form W-2 for that part of your Class Member Award. The other half of your Class Member Award (if any) and your PAGA Payment will not be allocated to wages. There will be no deductions from those payments, which will be reported on a Form 1099. Neither Class Counsel nor Bonita House's counsel can advise you on the tax consequences of this. You may wish to consult your own tax advisor in connection with the settlement.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How do I get my payment?

If you want to receive a settlement payment, you do not need to take any action. It is your responsibility to update your mailing address with the Administrator to make sure they have your current address.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. This date may change without further notice to Class Members. Please check **[settlement/firm website]** to confirm that the date has not changed. If the Court grants final approval, settlement checks are anticipated to be mailed approximately three months after the court issues the final approval order. If an objection is filed that results in an appeal, then checks will be delayed and depending on the appellate court's

decision may be issued in different amounts than those proposed, or if the settlement is disapproved not issued at all. Please be patient and update the Administrator if your mailing address changes.

10. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check (120 days after issuance). If your check becomes void, you will not be able to recover the funds. The Court may order that money from uncashed checks be redistributed to Class Members who cashed their checks. Any remaining funds will be paid to Disability Rights Education and Defense Fund, 3075 Adeline St, Suite 210, Berkeley, CA 94703, a nonprofit organization that provides civil legal services to the indigent.

11. What am I giving up by releasing my claims?

On receiving your Class Member Award, you will have granted a release (the "Participating Class Member Release"), both for yourself and for your heirs, spouse, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, of all claims personal to you for any wage and hour claims that were or could have been asserted in the Action. This means that you cannot assert any claim, right, demand, liability, or causes of action of any kind, sue, continue to sue, or be part of any other legal action against Bonita House or former and/or present Bonita House directors, officers, employees, accountants, attorneys, insurers, re-insurers, agents, successors, and assigns, whether in their individual or official capacities, whether known or unknown, including any violation of common law, California law, local law, and/or federal law which was or could have been raised in the Action based on the facts alleged in the PAGA notices submitted by Caitlin Wetter (LWDA Case No. 1107984-25) and Samantha Chiu (LWDA Case No. 1149740-26) and/or the Complaint filed in this Action, including but not limited to claims based on California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 227.3, 256, 510, 511, 512, 515, 558, 1194, and 1197.1, California Code of Regulations, Title 8, Section 11040 (Wage Order No. 4-2001), Business & Professions Code sections 17200 *et seq.*, and any related damages, penalties, restitution, equitable relief, disgorgement, interest or attorneys' fees that arose during the Class Period. The Participating Class Member Release does not include claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation, or claims based on events occurring outside the Class Period.

Regardless of whether you remain in the Class, if you were an "Aggrieved Employee" you will receive a PAGA Award and will be bound by the Court's Judgment as to the Released PAGA Claims. The Named Plaintiffs, acting on behalf of the State of California and the LWDA, are releasing the Released PAGA Claims. "Released PAGA Claims" means any claims against Bonita House or former and/or present Bonita House directors, officers, employees, accountants, attorneys, insurers, re-insurers, agents, successors, and assigns, whether in their individual or official capacities, for civil penalties, whether payable to the LWDA or to Aggrieved Employees, under the California Private Attorneys General Act, California Labor Code §§ 2698-2699.8, that were alleged, or that could have been alleged, based on the facts alleged in Plaintiff Wetter's June 26, 2025 notice to the LWDA (LWDA Case No. 1107984-25) and/or in Plaintiff Chiu's January 13, 2026 notice to the LWDA (LWDA Case No. 1149740-26), including claims for civil penalties for violations of California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 227.3, 256, 510, 511, 512, 515, and 558 and Wage Order No. 4, that arose during the PAGA Period. You cannot opt out of the PAGA Settlement.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I opt out of the class settlement?

If you opt out of the class settlement, you will not receive a Class Member Award and cannot object to the settlement. You must complete and submit the attached Opt-Out Form to the Administrator. The Opt-Out Form must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

You cannot opt out of the PAGA settlement. Therefore, if you submit an Opt-Out Form, you will still receive a PAGA Award. You will retain the right to bring your own legal action against Bonita House for California Labor Code claims, excluding PAGA. You should be aware that your claims are subject to a statute of limitations, meaning they will expire on a specific date.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the lawyers at Goldstein Browne, PC are qualified to represent you and all Class Members and Aggrieved Employees. These lawyers are called "Class Counsel." You do not need to hire your own attorney. If you opt out of the Class and want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for their time and risk in bringing this case without guarantee of payment unless they were successful, Class Counsel will request up to $175,000 of the Gross Settlement Fund plus reimbursement for their out-of-pocket expenses up to $5,000.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or any part of it if you do not opt out of the Class.

15. How do I tell the Court that I disapprove of the class settlement?

If you have not submitted an Opt-Out Form, you can ask the Court to deny approval of the class settlement by submitting an Objection Form. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court does not approve the settlement, no settlement payments will be sent out and the Action will continue.

To object, complete and submit the attached Objection Form to the Administrator. The Objection Form must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

16. What is the difference between objecting and opting out?

Objecting tells the Court that you wish to remain in the Class but do not like something about the class settlement. By objecting, you ask the Court not to approve the settlement. Opting out (also known as excluding

yourself) tells the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

If you submit both an objection and an Opt-Out Form, the Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing on _____ in _____. This date may change without further notice to Class Members. Please check **[settlement website]** to confirm that the date has not changed.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to come to the fairness hearing?

No. Class Counsel will attend the hearing to answer questions the Court may have. You are welcome to attend at your own expense. If you send an objection, you do not have to attend; as long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **www.XXX.com.**

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact Class Counsel at:

Byron Goldstein
Goldstein Browne, PC
1111 Broadway, Suite 300 Oakland, CA 94607
(510) 584-9020
team@goldsteinbrowne.com

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Wetter and Chiu v. Bonita House, Inc.,
Alameda Superior Court Case No. 26CV178460
CLASS ACTION SETTLEMENT
CLASS MEMBER OPT-OUT FORM

Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Last 4 digits of Social Security #: _____

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT BE ABLE TO OBJECT TO THE CLASS SETTLEMENT AND WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT.

I ALSO UNDERSTAND THAT I CANNOT OPT OUT OF THE PAGA SETTLEMENT AND THAT, IF I QUALIFY AS AN "AGGRIEVED EMPLOYEE," I WILL RECEIVE A PAGA AWARD FROM THE PAGA FUND.

_____

Signature

_____

Date

Wetter and Chiu v. Bonita House, Inc.,
Alameda Superior Court Case No. 26CV178460
CLASS ACTION SETTLEMENT
CLASS MEMBER OBJECTION FORM
(DO NOT SUBMIT IF YOU HAVE OPTED OUT; SUBMIT ONLY IF YOU WANT COURT TO REJECT THE ENTIRE SETTLEMENT)

Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Last 4 digits of Social Security #: _____

Reason for Objecting:

_____

_____

_____

_____

_____

_____

Signature

_____

Date