CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Jessica Williams ("Williams") and Rochell Minor ("Minor") (collectively, "Plaintiffs") and defendant Twomagnets Inc.[1] d/b/a Clipboard Health ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

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

1.1. "Action" collectively means: (1) Williams's class and representative action lawsuit alleging wage and hour violations against Defendant captioned *Williams v. Twomagnets Inc. d/b/a Clipboard Health,* Case No. 22STCV10645, initiated on March 28, 2022, and pending in the Superior Court of the State of California, County of Los Angeles; and (2) Minor's class and representative action lawsuit alleging wage and hour violations against Defendant captioned *Minor v. Twomagnets Inc. d/b/a Clipboard Health,* Case No. 23-cv-034399, initiated on May 25, 2023, and pending in the Superior Court of the State of California, County of Alameda.

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

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

1.4. "Alleged Aggrieved Employees" means the Main PAGA Group and the 2802 PAGA Group.

(a) "Main PAGA Group" means all individuals who were classified as independent contractors and worked a shift in California booked through Defendant's marketplace at any time during the Main PAGA Period.

(b) "2802 PAGA Group" means all individuals who were classified as independent contractors and worked a shift in California booked through Defendant's marketplace at any time during the 2802 PAGA Period.

[1] After the initiation of both *Williams* and *Minor*, Twomagnets Inc. was converted into Twomagnets LLC. Twomagnets Inc. no longer exists.

1.5. "Class" means the Main Class and the 2802 Class. The Class comprises both subclasses, and a Class Member may be a member of one or both subclasses.

(a) "Main Class" means all individuals who were classified as independent contractors and worked a shift in California booked through Defendant's marketplace at any time during the Main Class Period.

(b) "2802 Class" means all individuals who were classified as independent contractors and worked a shift in California booked through Defendant's marketplace at any time during the 2802 Class Period.

1.6. "Class Counsel" means Isandra Fernandez, James Hawkins, and Lance Dacre of Hawkins APLC; and Hali M. Anderson and Samara A. Bahu of GrahamHollis APC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including, but not limited to, their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, their legal strategy and expertise, and related litigation expenses billed in connection with the Action.

1.8. "Class Data" means the following Class Member identifying information as reflected in Defendant's records for every member of the Class: the Class Member's name, last-known mailing address, tax identification number (i.e., SSN or EIN), and number of Shifts the Class Member worked during the Main Class Period, the 2802 Class Period, the Main PAGA Period, and the 2802 PAGA Period, respectively.

1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Alleged Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, but not limited to, the National Change of Address database and skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members in English, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Notice Packet" means the packet sent to Class Members containing the Class Notice in the form set forth as Exhibit A to this Agreement (with formatting changes to facilitate printing by the Administrator).

1.13. "Class Period" means the Main Class Period and the 2802 Class Period.

(a) "Main Class Period" means the class period for the Main Class and is the period of time from May 17, 2022 through May 31, 2024, or through the date on which the Main Class Shifts equal 703,499, whichever is earlier.

(b) "2802 Class Period" means the class period for the 2802 Class and is the period of time from March 28, 2018 through May 16, 2022.

1.14. "Class Representatives" means Jessica Williams and Rochell Minor, who are the named Plaintiffs in the Operative Complaints in the Actions and proposed class representatives.

1.15. "Class Representative Service Payment" means the service payment made to the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiffs.

1.16. "Court" means the Court (or Courts) that is adjudicating the motion for preliminary approval and/or final approval of the Settlement.

1.17. "Defendant" means Twomagnets Inc. d/b/a Clipboard Health.[2]

1.18. "Defense Counsel" means Katherine M. Forster, Laura D. Smolowe, and Lauren E. Kuhn of Munger, Tolles & Olson LLP.

1.19. "Effective Date" means the date by which all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final as defined in Paragraph 1.20 of this Agreement (e.g., once the time for appeal has run); and (c) the *Minor* court enters an order dismissing the Minor Action.

1.20. "Final Judgment" means the later of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final

[2] Twomagnets Inc. has been converted to Twomagnets LLC. Twomagnets Inc. no longer exists.

Approval of the Settlement.

1.23. "Gross Settlement Amount" means $6,000,000.00, which is the total amount to be paid by Defendant as provided by this Agreement subject to Paragraph 10 below. The Gross Settlement Amount includes all of the following: Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, Individual 2802 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is Defendant's only payment obligation, except that the employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant. There will be no reversion to Defendant.

1.24. "Individual Main Class Payment" means a Participating Main Class Member's pro rata share of the Net Settlement Amount calculated according to the method described in Paragraph 3.2(e) of this Agreement.

1.25. "Individual 2802 Class Payment" means a Participating 2802 Class Member's pro rata share of the Net Settlement Amount calculated according to the method described in Paragraph 3.2(f) of this Agreement.

1.26. "Individual Main PAGA Payment" means the Alleged Aggrieved Employee's pro rata share of 25% of the Main PAGA Penalties calculated according to the method described in Paragraph 3.2(d)(i) of this Agreement.

1.27. "Individual 2802 PAGA Payment" means the Alleged Aggrieved Employee's pro rata share (if any) of 25% of the 2802 PAGA Penalties calculated according to the method described in Paragraph 3.2(d)(ii) of this Agreement.

1.28. "Judgment" means the Judgment entered by the Court based upon the Final Approval.

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

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

1.31. "Net Settlement Amount" means the Gross Settlement Amount less the court approved amounts for Individual 2802 Class Payments, Individual Main PAGA Payments, Individual 2802 PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Main Class Members via Individual Main Class Payments.

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

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

1.34. "PAGA Period" means the Main PAGA Period and the 2802 PAGA Period.

(a) "Main PAGA Period" means the PAGA period for the Main PAGA Group and is the period of time from May 17, 2022, through the end of the Main Class Period.

(b) "2802 PAGA Period" means the PAGA period for the 2802 PAGA Group and is the period of time from March 28, 2021, through May 16, 2022.

1.35. "PAGA Notices" means Williams's March 28, 2022 letter and Minor's March 16, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount as set forth in Paragraph 3.2(d).

1.37. "PAGA Shifts" means Main PAGA Shifts and 2802 PAGA Shifts.

(a) "Main PAGA Shifts" means the PAGA shifts for the Main PAGA Group, which are shifts worked in California by an Alleged Aggrieved Employee during the Main PAGA Period.

(b) "2802 PAGA Shifts" means the PAGA shifts for the 2802 PAGA Group, which are shifts worked in California by an Alleged Aggrieved Employee during the 2802 PAGA Period.

1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39. "Plaintiffs" means Jessica Williams and Rochell Minor, the named plaintiffs in the Actions.

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

1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement.

1.42. "Released 2802 Class Claims" means all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or

Plaintiffs' PAGA Notices, against the Released Parties that occurred during the 2802 Class Period relating to (a) failure to reimburse employees for business expenses; or (b) unfair business practices relating to or arising out of the foregoing. Except as expressly set forth in this Agreement, Participating 2802 Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the 2802 Class Period.

1.43. "Released Main Class Claims" means all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints[3] or Plaintiffs' PAGA Notices, against the Released Parties that occurred during the Main Class Period, including any and all claims for: (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours worked, including minimum wages or overtime wages; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vii) conversion; (viii) failure to maintain accurate records; and (ix) unfair business practices relating to or arising out of any of the foregoing. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the Main Class Period.

1.44. "Released 2802 PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or the PAGA Notices, relating to alleged failure to reimburse employees for business expenses that occurred during the 2802 PAGA Period.

1.45. "Released Main PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or the PAGA Notices, that occurred during the Main PAGA Period.

1.46. "Released Parties" means: Defendant and its parents and affiliates, subsidiaries, predecessors (including but not limited to Twomagnets Inc.), successors, divisions, joint ventures, clients and vendors, attorneys, agents and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators,

[3] For the avoidance of doubt, the Operative Complaints incorporate and contain any and all allegations from any prior complaints in Case Nos. 22STCV10645 and 23-cv-034399.

and personal or legal representatives.

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

1.48. "Response Deadline" means 45 calendar days after the Administrator mails the Class Notice Packet to Class Members and Alleged Aggrieved Employees, and shall be the last postmark date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to respond.

1.49. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.50. "Shift" means a shift located in California booked through Clipboard's marketplace and actually worked, in whole or in part, by a Class Member.

2. RECITALS

Williams **Action:**

2.1. On March 28, 2022, Williams commenced her Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Williams's Complaint asserted claims that Defendant:

(a) Failed to pay minimum and overtime wages in violation of California Labor Code §§ 510, 1194, & 1199.
(b) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(c) Failed to provide required rest periods in violation of California Labor Code § 226.7 and the applicable IWC Wage Order;
(d) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
(e) Failed to timely pay wages during employment in violation of California Labor Code § 204;
(f) Failed to provide wages when due at termination in violation of California Labor Code §§ 201, 202 and 203.
(g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226(b); and,
(h) Violated California Business and Professions Code § 17200 *et seq*.

2.2. On June 2, 2022, Williams filed a First Amended Class Action Complaint (the

"Williams Complaint") that added an additional cause of action for civil penalties under PAGA for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 1194, 1197, 1197.5, 1199, 2800, and 2802.

2.3. Pursuant to Labor Code Section 2699.3, subd.(a), Williams gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On October 18, 2022, Defendant responded by filing a general denial and asserting 33 affirmative defenses.

***Minor* Action:**

2.5. On May 25, 2023, Minor commenced his Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Alameda. Minor's Complaint (together with William's Complaint, the "Operative Complaints") asserted claims that Defendant:

(a) Failed to provide required meal periods in violation of California Labor Code §§ 226.7, 512, & 558, and the applicable IWC Wage Order;
(b) Failed to provide required rest periods in violation of California Labor Code § 226.7 and the applicable IWC Wage Order;
(c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1194.2, 1197, 1197.1& 11998 and the applicable IWC Wage Order;
(d) Failed to pay overtime and double time wages in violation of California Labor Code §§ 510, 558, 1194, & 1198 and the applicable IWC Wage Order;
(e) Converted wages;
(f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
(g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.
(h) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226(b);
(i) Failed to maintain accurate records in violation of California Labor Code §§ 226, 1174, & 1174.5, and the applicable IWC Wage Order;
(j) Violated California Business and Professions Code § 17200 *et seq*.; and
(k) Owed civil penalties pursuant to California Labor Code § 2698*, et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194.5, & 1198.

2.6. Pursuant to Labor Code Section 2699.3, subd.(a), Minor gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.7. On August 4, 2023, Defendant responded by filing a general denial and asserting 36 affirmative defenses. On September 14, 2023, Defendant filed a motion to compel arbitration of Minor's claims on an individual basis.

2.8. Defendant denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in the Operative Complaints, and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.9. On March 1, 2024, the Parties participated in an all-day mediation presided over by David A. Rotman, Esq., a respected mediator of wage and hour representative and class actions. On April 24, 2024, the Parties participated in a second mediation session presided over by Mr. Rotman. Following the mediation, each side, represented by its respective counsel, agreed to settle the Actions based upon a mediator's proposal, and the basic terms were memorialized in the form of a Memorandum of Understanding executed on May 21, 2024. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

2.11. This Agreement represents a compromise and settlement of highly disputed claims. In particular, Defendant denies all of the claims and contentions alleged by Plaintiffs. Nonetheless, Defendant has concluded that further conduct of the Actions would be protracted and expensive, and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Defendant has also taken into account the uncertainty and risks inherent in any litigation, and particularly class and/or representative litigation. Defendant has therefore determined that it is desirable and beneficial that the Actions be settled now in the manner and upon the terms and conditions set forth in this Agreement. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit.

2.12. This Agreement is made for the sole purpose of attempting to consummate the Settlement. The Parties enter into this Agreement on the conditional basis that the Court enters the Judgment contemplated by this Agreement. In the event that the Judgment does not become Final for any reason, this Agreement shall be deemed null and void ab initio, it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, except that the documents filed in support of the motion for preliminary approval and/or final approval shall remain part of the public record.

2.13. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement is voided or terminated or does not become Final as set forth in this Agreement, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, and except as otherwise provided by Paragraph 10 below, the Gross Settlement Amount that Defendant will pay under this settlement is $6,000,000.00. This amount is all-inclusive of all payments contemplated in this resolution, excluding employer-side payroll taxes on the portion of the Individual Main Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Alleged Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

(a) To Plaintiffs: A Class Representative Service Payment to the Class Representatives of not more than $10,000 each (in addition to any Individual Main Class Payment and/or Individual 2802 Class Payment each Class Representative is entitled to receive as a Participating Class Member and any Individual Main PAGA Payment and/or Individual 2802 PAGA Payment due to Plaintiffs under this Agreement). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Payroll tax withholding and deductions will not be taken from the Representative Service Payment and instead a Form 1099 will be issued to the

Class Representatives with respect to the payments. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. The Class Representative Service Payment shall be the total compensation and consideration for (i) Plaintiffs' efforts in the Actions; and (ii) their agreement to the release described in Paragraph 6.1 of this Agreement.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, i.e., $2,000,000, and a Class Counsel Litigation Expenses Payment of not more than $40,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. 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 and the Released Parties harmless, and indemnifies them, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $61,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $61,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Alleged Aggrieved Employees: PAGA Penalties in the amount of (i) $200,000.00 to be paid from the Gross Settlement Amount, with 75% ($150,000.00) allocated to the LWDA PAGA Payment and 25% ($50,000.00) allocated to the Individual Main PAGA Payments for the Main PAGA Group; and (ii) $500.00 to be paid from the Gross Settlement Amount, with 75% ($375.00) allocated to the LWDA PAGA Payment and 25% ($125.00) allocated to the Individual 2802 PAGA Payments for the 2802 PAGA Group.

i. The Administrator will calculate each Individual Main PAGA Payment by (a) dividing the amount of the Main PAGA Group's 25% share of PAGA Penalties set forth in Paragraph 3.2(d)(i) by the total number of Main PAGA Period Shifts worked by the Main PAGA Group during the Main PAGA Period and (b) multiplying the result by each Main PAGA Group member's Main PAGA Period

Shifts. Main PAGA Group members assume full responsibility and liability for any taxes owed on their Individual Main PAGA Payment.

ii. The Administrator will calculate each Individual 2802 PAGA Payment by (a) dividing the amount of the 2802 PAGA Group's 25% share of the PAGA Penalties set forth in Paragraph 3.2(d)(ii) by the total number of 2802 PAGA Shifts worked by the 2802 PAGA Group during the 2802 PAGA Period and (b) multiplying the result by each 2802 PAGA Group member's 2802 PAGA Period Shifts. 2802 PAGA Group members assume full responsibility and liability for any taxes owed on their Individual 2802 PAGA Payment.

iii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Payment is in settlement of claims for penalties, not subject to wage withholdings, and shall be reported to each Alleged Aggrieved Employee via IRS Form 1099.

(e) <u>To Each Participating Main Class Member:</u> An Individual Main Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Shifts (as defined in Paragraph 1.50) worked by all Participating Main Class Members during the Main Class Period and (b) multiplying the result by each Participating Main Class Member's Shifts worked during the Main Class Period.

(f) <u>To Each Participating 2802 Class Member</u>: The Parties do not agree on the preclusive effect of *Lawson* as to claims under Labor Code section 2802 for the period covered by the *Lawson* settlement. Therefore, and in consideration of the *de minimis* value of these claims, the Parties have agreed to allocate $10,000.00 to recovery for such claims. The Individual 2802 Class Payment will be calculated by (a) dividing $10,000.00 by the total number of Shifts (as defined in Paragraph 1.50) worked by all Participating 2802 Class Members during the 2802 Class Period and (b) multiplying the result by each Participating 2802 Class Member's Shifts worked during the 2802 Class Period.

(g) <u>Tax Allocation of Individual Class Payments</u>. Subject to approval by the Court, 20% of each Participating Class Member's Individual Main Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported via IRS Form W-2. 80% of each Participating Class Member's Individual Main Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported via IRS Form 1099. Each Participating Class Member agrees to hold harmless the Released Parties, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Member's failure to pay taxes on any amounts paid pursuant to this Settlement.

(h) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Main Class Payments or Individual 2802 Class Payments. The Administrator will retain amounts equal to their Individual Main Class Payments in the Net Settlement Amount for distribution to Participating Main Class Members on a pro rata basis relative to their share of the settlement proceeds. The Administrator will retain amounts equal to their Individual 2802 Class Payments (if any) for distribution to Participating 2802 Class Members on a pro rata basis relative to their share of the 2802 Class Payments. If a non-participating Class Member is also an Alleged Aggrieved Employee, they will still receive their Individual Main PAGA Payment and, if applicable, Individual 2802 PAGA Payment.

4. SETTLEMENT FUNDING

4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data, as defined in Paragraph 1.8, to the Administrator in the form of an encrypted or password-protected Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to notify Class Counsel promptly if it discovers that the Class Data omitted required Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than five (5) business days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 days after the Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Main Class Payments, all Individual 2802 Class Payments, all Individual Main PAGA Payments, all Individual 2802 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments in accordance with this Agreement.

5.2. The Administrator will issue checks for the Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is 180 days after the date of mailing, when the check will be voided. Before any checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Main Class Payments and, as applicable, Individual 2802 Class Payments to all Participating Class Members (including those for whom the Class Notice Packet was returned undelivered). The Administrator will send checks for Individual Main PAGA Payments to all members of the Main PAGA Group and checks for Individual 2802 PAGA Payments to all members of the 2802 PAGA Group, including Non-Participating Class Members who qualify as Alleged Aggrieved Employees (including those for whom the Class Notice Packet was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Main Class Payment, the Individual 2802 Class Payment (if any), the Individual Main PAGA Payment, and the Individual 2802 PAGA Payment (if any). If a Participating Class Member's or Alleged Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. An additional 14 days will be added to the check cashing void date provided in the Class Notice for all Class Members whose check is re-mailed.

5.4. For any Class Member whose Individual Main Class Payment check, Individual 2802 Class Payment check, Individual Main PAGA Payment check, and/or Individual 2802 PAGA Payment check is uncashed and cancelled after the void date or the 14 day check re-mailing extension, the Administrator shall transmit the funds represented by such check(s) to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

5.5. The payment of Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiffs' Individual Release. Plaintiffs and their representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences between them that occurred or arose anytime from the beginning of time to the date Plaintiffs execute this Agreement ("Plaintiffs' Released Claims"). This release of Plaintiffs' Individual Released Claims releases the Released Parties from any claim that Plaintiffs, or either of them, could maintain in any action against any Released Party and includes, but is not limited to, (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaints and Plaintiffs' PAGA Notices and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints and Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences after the date Plaintiffs sign this Agreement. For the avoidance of doubt, Plaintiffs are subject to the class and PAGA releases for the duration of the Main Class Period, 2802 Class Period, Main PAGA Period, and 2802 PAGA Period respectively. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. As partial consideration for the Representative Service Payments, Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

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

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

6.4. Class Counsel Claims. Upon the occurrence of the Effective Date and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against the Released Parties arising from or relating to the Actions.

7. **MOTION FOR PRELIMINARY APPROVAL.** To effectuate the Settlement efficiently and before a single Court, the Parties have agreed, subject to Court approval: (1) to file, for settlement purposes only, an Amended Complaint in the *Williams* Action which will incorporate all of the claims and Parties in the *Minor* Action under a single caption; (2) to seek preliminary approval in the *Williams* court ("Motion for Preliminary Approval"); (3) to stay the *Minor* Action pending the Court's decision to grant or not grant final approval of the Settlement; and (4) in the event the Settlement is approved, to dismiss the *Minor* Action; (5) in the event the Settlement is not approved or the Judgment is not entered, the stay of the *Minor* Action will be lifted; and (6) in the event the Settlement is not approved or the Judgment is not entered, the Actions will then proceed in the same courts and venues, in the same positions, and based on the same claims and statutes of limitations as they existed immediately prior to the date of mediation (February 28, 2024).

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the California Controller's Unclaimed Property Fund. In the Declaration, Defendant shall aver that it is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Main Class Members, the number of 2802 Class Members, the number of Shifts for the Main Class during the Main Class Period, and the number of Shifts for the 2802 Class during the 2802 Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of Class Settlement and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and making every reasonable effort to file the Amended Complaint and Motion(s) for Preliminary Approval as soon as reasonably practicable; obtaining the soonest available and practicable hearing date for the Motion(s) for Preliminary Approval; and appearing in Court to advocate in favor of the Motion(s) for Preliminary Approval. Class Counsel is responsible for providing Defense Counsel a copy of this motion for review and comment at least five calendar days, or as early as practicable, before it is filed with the Court and delivering the Court's Preliminary Approval Order to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include, but are not limited to, preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. In no event shall the Administrator disclose the class list to Class Counsel.

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

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

8.4. Notice to Class Members. After the Court enters the Preliminary Approval Order, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Preliminary Approval Order and showing the Class Member's Settlement Share) as follows:

(a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Main Class Members, 2802 Class Members, Main PAGA Group Members, 2802 PAGA Group Members, Main Class Shifts, 2802 Class Shifts, Main PAGA Group Shifts, and 2802 PAGA Group Shifts in the Class Data.

(b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Main Class Payment, Individual 2802 Class Payment, Individual Main

PAGA Payment, and Individual 2802 PAGA Payment payable to the Class Member, and the number of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and 2802 PAGA Shifts used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

(d) The deadlines for Class Members' written objections, Challenges to Shifts, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5. Requests for Exclusion (Opt-Outs).

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

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

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Main Class Payment or Individual 2802 Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Alleged Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual Main PAGA Payment and, if applicable, Individual 2802 PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. <u>Challenges to Class Shifts and/or PAGA Shifts</u>. Each Class Member and/or Alleged Aggrieved Employee shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Main Class Shifts, 2802 Class Shifts (if any), Main PAGA Shifts, and/or 2802 PAGA Shifts (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member and/or Alleged Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member and/or Alleged Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and/or 2802 PAGA Shifts contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's and/or Alleged Aggrieved Employee's allocation of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and/or 2802 PAGA Shifts shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and/or 2802 PAGA Shifts, and the Administrator's determination as to the challenges, to Defense Counsel and Class Counsel.

8.7. Objections to Settlement.

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

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

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

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

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

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(c) Class Shift and/or PAGA Shift Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and/or 2802 PAGA Shifts. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

(d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Shifts received and/or resolved, and checks mailed for Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(e) Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide, to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. Based on its records, Defendant estimates that there were approximately 700,000 Main Class Shifts as of May 31, 2024. If Defendant determines that the number of shifts during the Main Class Period equals 5% or more above 700,000 (i.e., a total of 703,500 shifts or more), Defendant may elect to proportionately increase the Gross Settlement Amount. For example, if the number is 6%

higher, the Gross Settlement Amount will be increased by 1%. In the event that Defendant elects to increase the Gross Settlement Amount, a proportional amount (2%) of any additional payment will be considered a Main PAGA payment. Alternatively, Defendant may select an earlier Main Class Period end date at which the total number of shifts equals 703,500.

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

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

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

11.2. <u>Duty to Cooperate</u>. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns and propose a revised Settlement for the Court's approval. The Court's decision to award less than the amounts requested for the PAGA Payment, 2802 PAGA Payment, a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members or the binding effect of the Settlement), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address any concerns raised by the reviewing court and propose a revised settlement for the approval of the Court not later than 30 calendar days after the conclusion of any appeal of the reviewing court's decision vacating, reversing, or materially modifying the Judgment or, if no such appeal is filed, 30 calendar days after the statutory time to appeal the reviewing court's decision expires. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that nothing in this Agreement is intended or should be construed as an admission or concession by Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted or that class certification and/or representative treatment is for purposes other than the Settlement only; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in this Action have merit. Nothing in this 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 mediation, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Neither this Agreement, nor any resulting Court order approving the settlement, shall have any collateral estoppel or other preclusive effect on Defendant, and it shall not in any way establish any liability against Defendant. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). In the event the agreement is voided for this or any other lawful or permissible reason, the parties agree that this Agreement shall have no effect on the Action, and the parties hereby waive any argument to the contrary, and the terms and negotiation of this settlement shall remain subject to Evidence Code sections 1119 and 1152 and similar rules of other jurisdictions.

13.2. Confidentiality and Limitation of Public Statements. 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 Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to initiate, directly or indirectly, any conversation or other communication before the filing of the Motion for Preliminary Approval any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Class Counsel shall not publicize the Settlement on its website or in advertising/marketing materials in any way that identifies Defendant, other than filing documents with the Court. Plaintiffs and Class Counsel agree that they will not issue any press releases in any way that identifies Defendant or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or Class Counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant or Plaintiffs from making any disclosures required by law. Nothing shall prevent Class Counsel from referring to this Action in a declaration establishing qualification as class counsel in future cases. The Administrator shall post court-filed documents concerning the Settlement, including the Judgment, on its website for viewing by the Class Members as set forth in the Class Notice, which documents shall be removed 90 days after the Effective Date. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment, except for Michelle Gonzalez, who has agreed to opt out as part of a separate 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.17. Notice to the LWDA. At the required times, Class Counsel will provide appropriate notice to the LWDA of the Settlement, and the Judgment, as required by the Private Attorneys General Act of 2004, Labor Code § 2698, et seq., and Class Counsel shall provide written confirmation to Defendant's Counsel promptly upon doing so.

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

To Plaintiffs and the Class:

Hali M. Anderson
Samara A. Bahu
Graham Hollis APC
3555 Fifth Avenue Suite 200
San Diego, CA 92103
Tel.: (619) 692-0800
Fax: (619) 692-0822
E-Mail: handerson@grahamhollis.com

James Hawkins
Isandra Fernandez
Lance Dacre
James Hawkins APLC
9880 Research Dr., Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
E-Mail:
james@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com

To Defendant:

Katherine M. Forster
Laura D. Smolowe
Lauren E. Kuhn
Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Tel: (213) 683-9113
Fax: (213) 687-3702

E-mail: Katherine.Forster@mto.com
Laura.Smolowe@mto.com
Lauren.Kuhn@mto.com

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

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Further, pursuant to Code of Civil Procedure ("CCP") section 583.330, the Parties agree upon signing this Agreement to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, for a period of time not to exceed one year from the date of preliminary approval.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 2/17/2025

Signed by:
5C427128096548E...

Plaintiff Jessica Williams

Dated: ____________

Plaintiff Rochell Minor

Dated: ____________

Ryan Wolf
For Defendant Twomagnets, LLC

Dated: 02/17/2025

Lance Dacre
Isandra Fernandez
James Hawkins APLC
Attorney for Plaintiff Jessica Williams

E-mail: Katherine.Forster@mto.com
Laura.Smolowe@mto.com
Lauren.Kuhn@mto.com

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ___________ ______________________________
Plaintiff Jessica Williams

Dated: 2/17/2025 DocuSigned by: Rochell Minor 2DB7D7F3C9DA491...
Plaintiff Rochell Minor

Dated: ___________ ______________________________
Ryan Wolf
For Defendant Twomagnets, LLC

Dated: ___________ ______________________________
Lance Dacre
Isandra Fernandez
James Hawkins APLC
Attorney for Plaintiff Jessica Williams

E-mail: Katherine.Forster@mto.com
Laura.Smolowe@mto.com
Lauren.Kuhn@mto.com

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: __________ ______________________________
Plaintiff Jessica Williams

Dated: __________ ______________________________
Plaintiff Rochell Minor

Dated: 2/15/2025 Signed by: Ryan Wolf
Ryan Wolf
For Defendant Twomagnets, LLC

Dated: __________ ______________________________
Lance Dacre
Isandra Fernandez
James Hawkins APLC
Attorney for Plaintiff Jessica Williams

Dated: __2/18/25__________ ______________________________

Hali Anderson
GrahamHollis
Attorney for Plaintiff Rochell Minor

Dated: ___________ ______________________________

Katherine M. Forster
Laura D. Smolowe
Lauren E. Kuhn
Munger, Tolles & Olson LLP
Attorney for Defendant

Dated: __________ ________________________________

Hali Anderson
GrahamHollis
Attorney for Plaintiff Rochell Minor

Dated: 2/16/2025 DocuSigned by: Laura Smolowe
0E1E7FBAFFFD49A...

Katherine M. Forster
Laura D. Smolowe
Lauren E. Kuhn
Munger, Tolles & Olson LLP
Attorney for Defendant

EXHIBIT A

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

Williams v. Twomagnets Inc. d/b/a Clipboard Health, Case No. 22STCV10645; and
Minor v. Twomagnets Inc. d/b/a Clipboard Health, Case No. 23CV034399

The Superior Court of the State of California, County of Los Angeles, authorized this Notice. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from a class action lawsuit against Twomagnets Inc.[1] d/b/a Clipboard Health ("Defendant") for alleged wage and hour violations. Jessica Williams and Rochell Minor ("Plaintiffs") filed two separate actions, collectively referred to as the "Action," seeking relief on behalf of all individuals who were classified as independent contractors and worked a shift in California booked through Defendant's marketplace at any time during the Main Class Period (May 17, 2022 through May 31, 2024) (the "Main Class") and/or the 2802 Class Period (March 28, 2018 through May 16, 2022) (the "2802 Class"). These individuals are called "Class Members." Plaintiffs also seek penalties under the California Private Attorneys General Act ("PAGA") for all individuals who were classified as independent contractors and worked a shift in California booked through Defendant's marketplace at any time during the Main PAGA Period (May 17, 2022 through the end of the Main Class Period) (the "Main PAGA Group") and/or the 2802 PAGA Period (March 28, 2021 through May 16, 2022) (the "2802 PAGA Group"). These individuals are called "Alleged Aggrieved Employees."

Defendant denies all liability and maintains that it has not violated any wage and hour laws. It has chosen to enter into an agreement to resolve Plaintiffs' claims, however, to avoid the expense, distraction and uncertainty of litigation. The proposed Settlement has two main parts: (1) a Class Settlement, through which Defendant has agreed to fund Individual Main Class Payments and Individual 2802 Class Payments, and (2) a PAGA Settlement, through which Defendant has agreed to fund Individual Main PAGA Payments and Individual 2802 PAGA Payments, as well as pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records and the Parties' current assumptions, your estimated payments under the Settlement are as follows: **Individual Main Class Payment $_________ (less withholding); Individual 2802 Class Payment $_________; Individual Main PAGA Payment $________; and Individual 2802 PAGA Payment $_________**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for the Individual Main Class Payment, Individual Main PAGA Payment, Individual 2802 Class Payment or Individual 2802 PAGA Payment, then according to Defendant's records, you are not eligible for that payment under the Settlement because you did not work any shifts in California booked through Defendant's marketplace ("Shifts") during the corresponding period.

[1] Twomagnets Inc. has been converted to Twomagnets LLC.

The above estimates are based on Defendant's records showing that **you worked ______ Main Class Shifts** during the Main Class Period, **______ 2802 Class Shifts** during the 2802 Class Period, **______ Main PAGA Shifts** during the Main PAGA Period, and **______ 2802 PAGA Shifts** during the 2802 PAGA Period. If you believe that you worked more Shifts during any of these periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

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

If you worked a shift in California booked through Defendant's marketplace during the Main Class Period, 2802 Class Period, Main PAGA Period, and/or the 2802 PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Main Class Payment, Individual 2802 Class Payment, Individual Main PAGA Payment, and/or an Individual 2802 PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written and signed Request for Exclusion or otherwise notify the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Main Class Payment or Individual 2802 Class Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and if you are an Alleged Aggrieved Employee, you will remain eligible for an Individual Main PAGA Payment and, if applicable, Individual 2802 PAGA Payment. You cannot opt-out of the PAGA portions of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Main Class Payment (if any), Individual 2802 Class Payment (if any), Individual Main PAGA Payment (if any), and an Individual 2802 PAGA Payment (if any). In exchange, you will give up

	your right to assert the released wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	If you do not want to participate in the Class portion of the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Main Class Payment or Individual 2802 Class Payment. See **Section 6** of this Notice. **Non-Participating Class Members cannot object to any portion of the proposed Settlement or file an Appeal. See Section 7 of this Notice**. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual Main PAGA Payments and Individual 2802 PAGA Payments to all Alleged Aggrieved Employees and the Alleged Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Class Shifts/PAGA Shifts **Written Challenges Must be Submitted by ______________**	The amount of your Individual Main Class Payment (if any), Individual 2802 Class Payment (if any), Individual Main PAGA Payment (if any), and Individual 2802 PAGA Payment (if any) depends on how many Main Class Shifts (if any), 2802 Class Shifts (if any), Main PAGA Shifts (if any), and/or 2802 PAGA Shifts (if any) you worked. The number of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and 2802 PAGA Shifts you worked, according to Defendant's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs worked shifts in California booked through Defendant's marketplace and claim they were misclassified as independent contractors. The Action alleges that Defendant violated California labor laws by failing to provide meal and rest breaks or pay premium wages in lieu thereof; failing to pay earned wages for all hours worked, including minimum wages or overtime wages; failing to pay wages timely during employment and upon termination; failing to pay sick time; failing to reimburse employees for required expenses; failing to furnish accurate wage statements; conversion; failing to maintain accurate records; and engaging in unfair business practices related to or arising out of the foregoing. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiffs are represented by the following attorneys in the Action: GrahamHollis APC and James Hawkins APLC ("Class Counsel").

Defendant strongly denies violating any laws, denies failing to pay any wages, and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Alleged Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay Six Million Dollars ($6,000,000) as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, Individual 2802 PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and

Workforce Development Agency ("LWDA"). Defendant will fund the Gross Settlement Amount no later than five (5) business days after the Effective Date (the date the Judgment is final). The Judgment will be final after the Court enters Judgment and the time for any appeal has passed, or a later date if there is an appeal (for example, by a Participating Class Member who timely objects to the proposed Settlement).

2. Court Approved Deductions from Gross Settlement Amount. Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $2,000,000 (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to $40,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.

   B. Up to $10,000 as a Class Representative Service Payment to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Main Class Payment, any Individual 2802 Class Payment, Individual Main PAGA Payment, and any Individual 2802 PAGA Payment.

   C. Up to $61,000 to the Administrator for services administering the Settlement.

   D. Up to $200,000 for PAGA Penalties, with 75% ($150,000) allocated to the LWDA PAGA Payment and 25% ($50,000) allocated to the Individual Main PAGA Payments for the Main PAGA Group; and $500 for 2802 PAGA Penalties, with 75% ($375) allocated to the LWDA 2802 PAGA Payment and 25% ($125) allocated to the Individual 2802 PAGA Payments for the 2802 PAGA Group.

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

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Main Class Payments to Participating Main Class Members based on the total number of Shifts worked during the Main Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Participating Class Member's Individual Main Class Payment to wages (the "Wage Portion") and 80% to non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual Main PAGA Payments and Individual 2802 PAGA Payments are counted

as penalties rather than wages for tax purposes. The Administrator will report the Individual Main PAGA Payments, Individual 2802 PAGA Payments, and the Non-Wage Portions of the Individual Main Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name**. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _______________ Response Deadline. The Request for Exclusion should be a signed letter from you or your representative setting forth your name, present address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Main Class Payments or Individual 2802 Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual Main PAGA Payments and Individual 2802 PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class

Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Shifts, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Released Parties. Unless the Class Member timely opts out of the Settlement, each Class Member will release Defendant and its parents and affiliates, subsidiaries, predecessors (including but not limited to Twomagnets Inc.), successors, divisions, joint ventures, clients and vendors, attorneys, agents and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives from the Released Main Class Claims and Released 2802 Class Claims.

10. Participating Main Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Main Class Period facts and PAGA penalties based on Main PAGA Period facts, as alleged in the Action and resolved by this Settlement.

    The Participating Class Members will be bound by the following release:

    > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints or Plaintiffs' PAGA Notices, against the Released Parties that occurred during the Main Class Period. Except for Plaintiffs, as set forth in Section 6.1 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the Main Class Period.

11. Alleged Aggrieved Employees' Main PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Alleged Aggrieved Employees in the Main PAGA Group will be barred from asserting PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Alleged Aggrieved Employees in the Main PAGA Group, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against

Defendant or its related entities based on the Main PAGA Period facts alleged in the Action and resolved by this Settlement.

The Alleged Aggrieved Employees' Releases for Participating and Non-Participating Main Class Members are as follows:

> All Participating and Non-Participating Class Members who are Alleged Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints or the PAGA Notices that occurred during the Main PAGA Period.

12. Participating 2802 Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating 2802 Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the 2802 Class Period facts and PAGA penalties based on 2802 PAGA Period facts, as alleged in the Action and resolved by this Settlement.

    The Participating 2802 Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or Plaintiffs' PAGA notices, against the Released Parties that occurred during the 2802 Class Period related to (a) failure to reimburse employees for business expenses; or (b) unfair business practices relating to or arising out of the foregoing. Except for Plaintiffs, as set forth in Section 6.1 of the Settlement Agreement, Participating 2802 Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the 2802 Class Period.

13. Alleged Aggrieved Employees' 2802 PAGA Release. After the Court's judgment is final and Defendant has paid the Gross Settlement Amount, all Alleged Aggrieved Employees in the 2802 PAGA Group will be barred from asserting PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Alleged Aggrieved Employees in the 2802 PAGA Group, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against

Defendant or its related entities based on the 2802 PAGA Period facts alleged in the Action and resolved by this Settlement.

The Alleged Aggrieved Employees' Releases for Participating and Non-Participating 2802 Class Members are as follows:

> All Participating and Non-Participating Class Members who are Alleged Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaints or the PAGA Notices, relating to alleged failure to reimburse employees for business expenses that occurred during the 2802 PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Main Class Payments. The Administrator will calculate Individual Main Class Payments by (a) dividing the Net Settlement Amount by the total number of Shifts worked by all Participating Main Class Members during the Main Class Period, and (b) multiplying the result by each Participating Main Class Member's Shifts worked during the Main Class Period.

2. Individual 2802 Class Payments. The Administrator will calculate Individual 2802 Class Payments by (a) dividing $10,000 by the total number of Shifts worked by all Participating 2802 Class Members during the 2802 Class Period and (b) multiplying the result by each Participating 2802 Class Member's Shifts worked during the 2802 Class Period.

3. Individual Main PAGA Payments. The Administrator will calculate Individual Main PAGA Payments by (a) dividing the amount of the Main PAGA Group's 25% share of PAGA Penalties by the total number of Main PAGA Period Shifts worked by the Main PAGA Group during the Main PAGA Period and (b) multiplying the result by each Main PAGA Group member's Main PAGA Period Shifts.

4. Individual 2802 PAGA Payments. The Administrator will calculate Individual 2802 PAGA Payments by (a) dividing the amount of the 2802 PAGA Group's 25% share of the PAGA Penalties by the total number of 2802 PAGA Shifts worked by the 2802 PAGA Group during the 2802 PAGA Period and (b) multiplying the result by each 2802 PAGA Group member's 2802 PAGA Period Shifts.

5. Challenges to Class Shifts and/or PAGA Shifts. The number of Main Class Shifts (if any), 2802 Class Shifts (if any), Main PAGA Shifts (if any), and/or 2802 PAGA Shifts (if any) you worked, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _______________ to challenge the number of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and/or 2802 PAGA Shifts credited to you. You can submit your challenge by signing and sending a letter to the

Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of earnings statements or other pertinent records. The Administrator will accept Defendant's calculation of all Shifts based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Shift challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, checks to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Alleged Aggrieved Employees, for the Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments. The Administrator may send a single check combining Individual Main Class Payment (if any), the Individual 2802 Class Payment (if any), the Individual Main PAGA Payment (if any), and the Individual 2802 PAGA Payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, checks for Individual Main PAGA Payments (if any) and Individual 2802 PAGA Payments (if any) to every Alleged Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   YOUR CHECK(S) WILL BE SENT TO THE SAME ADDRESS AS THIS NOTICE. IF YOU CHANGE YOUR ADDRESS, BE SURE TO NOTIFY THE ADMINISTRATOR AS SOON AS POSSIBLE. SECTION 9 OF THIS NOTICE HAS THE ADMINISTRATOR'S CONTACT INFORMATION.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Williams v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 22STCV10645; and *Minor v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 23CV034399, and include your identifying information (full name and address). You must make the request yourself or through an authorized representative. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _______________, or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _______________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. You can view these documents on the Administrator's Website _____________________________ or the Court's website _____________________________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is _______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Williams v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 22STCV10645; and *Minor v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 23CV034399, and include your name, current address, and approximate time period during which you worked Shifts, and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _______________ at ________ in Department 14 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. The Court has remote video and audio courtroom appearance technology via LA CourtConnect ("LACC"). You may attend (or hire a lawyer to attend) either personally or virtually via LACC (https://my.lacourt.org/laccwelcome). To review court files in person at the Clerk's Office, appointments are strongly recommended. Check the Court's website for the most current information regarding

COVID-19 and social distancing protocols (https://www.lacourt.org/newsmedia/ui/AccessLACourtYourWay.aspx).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ________________________________ beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at ___________________________. You can also consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the case number for the Action, Case No. 22STCV10645. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Name of Attorney:	Lance Dacre
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Name of Firm:	James Hawkins APLC
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Telephone:	(949) 387-7200

Settlement Administrator:

Name of Company:	CPT Group, Inc.
Email Address:	Ryan@CPTGroup.com
Mailing Address:	50 Corporate Park Irvine, CA 92606
Telephone:	(949) 358-0404

Fax Number:

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. If your check is already void you should consult the California Controller's Unclaimed Property Fund ____________________________ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.