

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Asjia Daniels (“Plaintiff”), individually and on behalf of the Class, and Defendant RMS Lifeline Inc. (hereinafter, “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Asjia Daniels, et al. v. RMS Lifeline Inc., et al.*; Case No. 25CU067047C, pending in the Superior Court for the State of California, San Diego County.

1.2. “Address Search” means the Administrator’s search for Covered Employees’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid as approved by the Court. The Administration Expenses shall not exceed **\$10,000**, except for a showing of good cause and as approved by the Court.

1.5. “Alternate End Date” means that at Defendant’s election, which election may be exercised at any time and prior to the Administrator sending the Class Notice, the Class Period and PAGA Period and the releases tied thereto will end as of the date the 10% threshold referenced in Section 7 below is reached to avoid triggering the escalator clause herein.

1.6. “Attorneys’ Fees” mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount, i.e., **\$99,990**.

1.7. “Class” or “Class Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the Class Period.

1.8. “Class Period” means the period from December 16, 2021, through July 5, 2026, or, if applicable, the Alternate End Date as discussed in Section 7 below.

1.9. “Class Notice” means the Notice of Class Action and PAGA Settlement, attached as **Attachment A** and including the Request for Exclusion/Opt-Out Form, attached as **Attachment B**, and Objection Form, attached as **Attachment C**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. “Class Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

1.11. “Class Workweek Estimate” means, based on a review of Defendant’s records to date, a total of 7,890 Class Workweeks.

1.12. “Court” means the Superior Court of California, County of San Diego.

1.13. “Covered Employees” means all PAGA Members and all Class Members.

1.14. “Day(s)” means and refers to calendar days, unless otherwise noted herein. 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.

1.15. “Defendant” means RMS Lifeline Inc. d/b/a Lifeline Vascular Care.

1.16. “Defense Counsel” means captioned counsel of record from the law firm of Spencer Fane LLP.

1.17. “Effective Date” means the first business day following the last of the following occurrences: (i) sixty (60) days following the date the Court enters Final Approval and Judgment; or (ii) if an appeal is taken from the Final Approval and Judgment, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible.

1.18. “Employee Data” means all Covered Employees’ identifying information in Defendant’s possession including their names, last-known mailing addresses, Social Security numbers, and number of Class Workweeks and PAGA Pay Periods (or, as applicable, hire and/or termination dates).

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.21. “Gross Settlement Amount” means **\$300,000**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.22. “Individual Class Payment(s)” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Class Workweeks.

1.23. “Individual PAGA Payment(s)” means the PAGA Members’ pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.24. “Individual Settlement Payments” means the Individual Class Payment and the Individual PAGA Payments.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.26. “Litigation Costs” means the amount incurred by Plaintiff’s Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed **\$21,000**.

1.27. “LWDA” means the California Labor Workforce and Development Agency.

1.28. “LWDA Payment” means the 65% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payment, Attorneys’ Fees, Litigation Costs, the PAGA Payment (including the LWDA Payment and Net PAGA Payment), and the Administration Expenses. The Net Settlement Amount shall be distributed to Participating Class Members based on the pro-rata number of Class Workweeks worked by each Participating Class Member during the Class Period, as is set forth more fully below.

1.30. “Net PAGA Payment” means the 35% share of the PAGA Payment allocated to be paid to PAGA Members under Labor Code section 2699, subd. (m).

1.31. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.32. “Objection” means a written statement by a Participating Class Member or PAGA Member expressing their objection to the Settlement or one or more of its component parts. For an Objection to be valid, it must be submitted in accordance with this Agreement as detailed below.

1.33. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiff.

1.34. “PAGA” means California’s Private Attorneys General Act of 2004.

1.35. “PAGA Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period.

1.36. “PAGA Notice” means Plaintiff’s December 4, 2025, letter to Defendant and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.37. “PAGA Payment” means **\$20,000**, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 65% of the PAGA Payment constituting the LWDA Payment and with the remaining 35% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.38. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.39. “PAGA Period” means December 4, 2024, through July 5, 2026, or, if applicable, the Alternate End Date as discussed in Section 7 below.

1.40. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.41. “Plaintiff” means Plaintiff Asjia Daniels.

1.42. “Plaintiff’s Counsel” means Ferraro Vega Employment Lawyers, Inc.

1.43. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.44. “Released Claims” means the claims being released in connection with this Settlement, as set forth in full in Section 4 below.

1.45. “Released Class Claims” means the class claims being released as described in Section 4.2 below.

1.46. “Released PAGA Claims” means the PAGA claims being released as described in Section 4.3 below.

1.47. “Released Parties” means Defendant and each of its officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, and successors, parent entities, subsidiary entities, and affiliated entities.

1.48. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Covered Employees and shall be the last date on which: (a) Class Members may submit to the Administrator any Request(s) for Exclusion from the Settlement as permitted herein, (b) Covered Employees may submit to the Administrator any Objection(s) to the Settlement as permitted herein, or (c) any Covered Employees may submit to the Administrator any challenges (s) as permitted under Section 6.6. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline expiry to submit Requests for Exclusion, Objections or challenges.

1.49. “Service Payment” means the payment to the Plaintiff for initiating and providing services in support of the Action in an amount up to **\$10,000**, subject to Court approval, which also constitutes consideration for Plaintiff’s individual settlement and general release of all claims, as set forth in this Agreement.

1.50. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.1.1. Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately by Defendant as calculated by the Administrator.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Plaintiff: The Service Payment, in addition to any Individual Settlement Payment that they may be entitled to receive as a Covered Employee. Defendant will not oppose requests for this payment, provided the request does not exceed the amounts set forth in this Agreement. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment using IRS Form 1099. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the Service Payment.

2.2.2. To Plaintiff's Counsel: Attorneys' Fees and Litigation Costs to Plaintiff's Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. The Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of any Litigation Costs or Attorneys' Fees. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Litigation Costs and/or Attorneys' Fees and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on these payments or from any dispute or controversy regarding any division or sharing of any of these payments.

2.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To the LWDA; To PAGA Members/Tax Allocation: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released PAGA Claims. The allocation shall be as follows: 65% of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 35% of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net PAGA Payment (i.e., **\$7,000**) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from PAGA Members' obligations to pay taxes owed on their Individual PAGA Payments. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each Participating Class Member/Tax Allocation: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on their Individual Class Payment(s).

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 14 days after the Court grants Preliminary Approval, Defendant will simultaneously deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet or any other format mutually agreed to between the Parties and the Administrator. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendant

has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and the amounts necessary to pay Defendant's share of employer side taxes in two equal installments of One Hundred and Fifty Thousand Dollars (**\$150,000**) each as discussed below. The first installment shall be paid by Defendant no earlier than May 6, 2027, or a date that is 10 business days after the Effective Date, whichever date is later. The second installment shall be due six months after the deposit date of the first installment. Nothing in this Agreement shall prevent or penalize Defendant from funding the Gross Settlement Amount earlier than as noted in this Section 3.2, so long as the funding occurs following the Effective Date. Once Defendant has made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further financial obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

3.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment(s).

3.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. 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 Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

3.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

3.3.4. The payment of Individual Settlement Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement.

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

4.1. Plaintiff's General Release. In addition to all other releases set forth in this Agreement, Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally ("Plaintiff Releasers"), release and discharge Released Parties from all claims, transactions or occurrences during the Class Period and PAGA Period, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts ("Plaintiff's Release"). Plaintiff's Release 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 Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the end of the Class Period. Plaintiff's Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining

Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's 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, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff Releasors may discover facts or law different from, or in addition to, the facts or law that Plaintiff Releasors now know or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

4.1.1. Named Plaintiff's Section 1542 Waiver. For purposes of Plaintiff's Release as set forth in Section 4.1 above, Plaintiff expressly waives and relinquishes 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.

4.2. Release by Participating Class Members ("Released Class Claims"): All Participating Class Members (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns) release the Released Parties from any and all claims, damages, and penalties arising during the Class Period that were alleged in the Operative Complaint or that reasonably could have been alleged based on facts as stated in the Operative Complaint and/or as ascertained in the course of the Action, including, without limitation, (a) any alleged failure by Defendant: (1) to pay minimum and/or straight time wages; (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to indemnify or reimburse work-related expenses, (6) to issue compliant wage statements, (7) to pay employee sick pay, (8) to timely pay wages during or at the end of employment, (9) to provide employee records; and (10) to employ under unlawful condition(s); (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(10) above; and (c) any violation of the California Labor Code or any other applicable statute or regulation arising from or related to the conduct alleged in (a)(1) through (a)(10) above, including, without limitation, violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 245-249, 432.5, 510, 512, 516, 558,

1194, 1194.2, 1197, 1198, 1198.5, 2802, or any other applicable state statute, rule and/or regulation or Wage Orders, during the Class Period. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

4.3. Release by PAGA Members ("Released PAGA Claims"): The State of California, by and through Plaintiff and on behalf of all PAGA Members and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for civil penalties or other relief under PAGA arising during the PAGA Period that were alleged in the PAGA Notice or the Operative Complaint or that reasonably could have been alleged based on the facts as stated in the PAGA Notice or Operative Complaint and/or as ascertained in the course of the Action, including, without limitation, penalties predicated on the underlying alleged violations set forth in Section 4.2 (a)(1) through (a)(10) above arising during the PAGA Period.

5. MOTION FOR PRELIMINARY APPROVAL. Plaintiff's Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval. Plaintiff's Counsel will send the Motion for Preliminary Approval to Defense Counsel prior to filing the Motion for Preliminary Approval for review.

5.1. Plaintiff's Responsibilities. Plaintiff 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 and approval of PAGA Settlement; (iii) a draft proposed Class Notice; and (iv) a signed declaration from Plaintiff's Counsel attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declaration, Plaintiff's Counsel shall aver that they are not aware of (and asked Defendant through Defense Counsel to confirm that Defendant is not aware of) any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

5.2. Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel is responsible for preparing, finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; for obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval, with Defense Counsel cooperating in each of these regards. Plaintiff's Counsel is also responsible for delivering the Court's Preliminary Approval to the Administrator. Plaintiff's Counsel shall move for Preliminary Approval no later than 45 days after the full execution of this Agreement, unless the Parties confer regarding the need for additional time. After preparing the Motion for Preliminary Approval, Plaintiff's Counsel will provide Defendant's counsel with at least three (3) business

days to review the motion and supporting documents in advance of filing with the Court, unless the Parties confer and agree otherwise.

5.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Plaintiff's 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, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator 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 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.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.4. Notice to Class Members.

6.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiff's Counsel that the list has been received and state the number of Covered Employees and Class Workweeks and PAGA Pay Periods (and/or, as applicable hire and termination dates) in the Employee Data.

6.4.2. Using commercially reasonable efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment (and, if applicable, Individual PAGA Payment) payable to the Class Member, and the number of Class Workweeks (and, if applicable PAGA Pay Periods) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database.

6.4.3. Not later than 3 business 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 an 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.

6.4.4. The deadlines for Class Members' written objections, challenges to Class Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.5. If the Administrator, Defendant, Defense Counsel, or Plaintiff's Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days as noted above for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a (i) signed a letter from a Class Member; (ii) that reasonably communicates the Class Member's election to be excluded from the Settlement; (i) includes the name and case number of the Action; (iv) includes the Class Member's name and contact information (i.e., address, email address and/or telephone number); and (v) includes the Class Member's dates of employment with Defendant. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked/mailed to the Administrator by the Response Deadline.

6.5.2. 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, except for by the Court. 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.

6.5.3. 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' Released Class Claims in Section 4.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

6.5.5. PAGA Members cannot request exclusion from the PAGA portion of this Settlement and, therefore, any person who qualifies as a PAGA Member shall receive their respective Individual PAGA Payment whether or not they submit a Request for Exclusion from this Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Section 4.3 of this Agreement and will receive their Individual PAGA Payment.

6.5.6. If a Class Member files a valid Request for Exclusion from the Settlement, he or she will not be permitted to also file an Objection to the Settlement and any such filed Objection shall be disregarded.

6.6. Challenges to Calculation of Class Workweeks/PAGA Pay Periods. Each Class Member 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 Class Workweeks or PAGA Pay Periods, as applicable, allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. A challenge must be in writing and must include information and documents supporting the challenge along with the Class Member's name, current address, telephone number and/or email address, and the name and case number of this Action. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks or, as applicable, PAGA Pay Periods, contained in the Class Notice are correct so long as they are consistent with the Employee Data. The Administrator's determination of each Class Member's allocation of Class Workweeks or, as applicable, PAGA Pay Periods, shall be final and not appealable or otherwise susceptible to challenge, except for by the Court; however, the Administrator may contact Defense Counsel to obtain clarification to aid the Administrator's final decision. The Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Plaintiff's Counsel and the Administrator's determination of the challenges.

6.7. Objections to Settlement.

6.7.1. Only Participating Class Members and PAGA Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement and/or amounts requested for Attorneys' Fees, Attorneys' Costs or the Service Payment.

6.7.2. Participating Class Members may send written Objections to the Administrator, by email, fax or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). An Objection must be in writing and must include the Class Member's name, current address, telephone number and/or email address, the Class Member's dates of employment with Defendant, and the name and case number of this Action.

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

6.8. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

6.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Covered Employees may find the Administrator on the World Wide Web. The website will also contain information of interest to Class Members, including copies of the Agreement and relevant motion papers as well as information about the Final Approval Hearing. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls, faxes, and emails.

6.8.2. Request(s) 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 5 days after the Response Deadline, the Administrator shall email a list to Plaintiff's Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

6.8.4. Challenges. As noted, the Administrator has the authority to address and make decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge, except for by the Court;

however, the Administrator may contact Defense Counsel to obtain clarification to aid the Administrator's final decision.

6.8.5. Administrator's Declaration. Not later than 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 Plaintiff's 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 Covered Employees, 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. Plaintiff's Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's 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 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff's Counsel is responsible for filing the Administrator's declaration(s) in Court.

7. EMPLOYEE COMPOSITION AND ESCALATOR CLAUSE. Based on its records, Defendant has provided a Class Workweek Estimate (i.e., Defendant estimates a total of 7,890 Class Workweeks for 112 putative Class Members, of which 66 are estimated to be former non-exempt California employees). Defendant further estimates a total of 1,552 PAGA Pay Periods (for 58 potential PAGA Members, of whom 12 are former PAGA Members). If, during the course of Settlement, it is determined that the total number of Class Workweeks exceeds 7,890 by more than ten percent (10%) (i.e., exceeds 8,679), then, at Defendant's election, either: (a) the Gross Settlement Amount will increase proportionally by the same number of percentage points above 10% by which the actual number of workweeks exceeds 7,890 (e.g., if the actual number of workweeks is 12% higher than 7,890, the Gross Settlement Amount will be increased by 2%); or (b) Defendant will exercise the Alternate End Date. Alternate End Date as used in this Agreement means that at Defendant's election, which election may be exercised at any time and prior to the Administrator sending the Class Notice, the Class Period and PAGA Period and the releases tied thereto will end as of the date the 10% threshold is reached to avoid triggering the escalator clause herein. The Settlement Administrator shall be responsible for making the final determination regarding whether the provisions of this Section are triggered.

8. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may in its sole election, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, that Defendant will remain responsible for paying all Settlement Administration

Expenses incurred to that point. To elect to withdraw, Defendant must notify Plaintiff's Counsel and the Court of its election to withdraw not later than 7 days after the Response Deadline.

9. MOTION FOR FINAL APPROVAL.

9.1. Within 30 days of the Response Deadline ending, Plaintiff shall move for Final Approval of the Settlement and entry of Judgment in a form consistent with this Agreement, unless the Parties confer due to needing more time and agree to an extension. Not later than 16 court days before the Final Approval Hearing, Plaintiff will file in Court and serve on Defendant a Motion for Final Approval of the Settlement that is supported by a notice of motion, a memorandum of points and authorities, and any mutually agreed upon or court-required declarations of Plaintiff, Plaintiff's Counsel and/or the Administrator and that includes a proposed Final Approval Order and a proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiff's Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel reasonably in advance of filing for Defense Counsel's review. Defendant shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

9.2. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

9.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

9.4. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement 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.

9.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and 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.

9.6. 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 Covered Employees), this Agreement shall be null and void. The Parties shall agree to

expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Service Payment or any payments to Plaintiff's Counsel shall not constitute a material modification of the Judgment within the meaning of this section as long as the Gross Settlement Amount remains unchanged.

10. 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 a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality. The Parties agree that until a Motion for Preliminary Approval is filed, the terms of the Settlement shall remain confidential. At no time shall Plaintiff or Plaintiff's Counsel advertise or publicize the Settlement outside of required court filings. This Section does not restrict Plaintiff's Counsel's communications with Class Members in accordance with Plaintiff's Counsel's ethical obligations owed to Class Members

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Section shall be construed to restrict Plaintiff's Counsel's ability to communicate with Covered Employees in accordance with Plaintiff's Counsel's ethical obligations owed to Covered Employees.

11.4. 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.

11.5. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, 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.

11.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement,

submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. 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.

11.7. No 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.

11.8. No Tax Advice. Neither the Parties, Plaintiff's Counsel, 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.

11.9. 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 Plaintiff's Counsel and Defense Counsel, as their legal representatives.

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

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

11.12. 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.

11.13. Use and Return of Employee Data. Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Employee Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Employee Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of Employee Data.

11.14. 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.

11.15. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro
 Lauren N. Vega
 Conor J.D. Gómez
 3333 Camino del Rio South, Suite 300
 San Diego, CA 92108 USA
classactions@ferrarovega.com
www.ferrarovega.com

To Defendant:

Spencer Fane LLP

Attn: Jennifer S. Coleman
 Elaisha Nandrajog
 225 West Santa Clara St, Suite 1500
 San Jose, CA 95113
jcoleman@spencerfane.com
enandrajog@spencerfane.com

11.16. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17. Enforcement. The Parties agree to expressly stipulate for the settlement of the case on the terms set forth in this Agreement, and hereby agree that Court, upon motion of either party, may enter judgment pursuant to the terms of this Agreement or otherwise enforce a breach of the Settlement. The Parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the settlement, pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Asjia Daniels

Date: 09/02/2026

Asjia Daniels
Asjia Daniels

Defendant RMS Lifeline Inc.

Date: Sep 3, 2026

Jason Lohmeyer
Name: Jason Lohmeyer
Title: CFO

Attachment A

Notice of Class Action and PAGA Settlement

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Asjia Daniels et al. v. RMS Lifeline Inc. et al.

Superior Court of the State of California for the County of San Diego

Case No. 25CU067047C

This notice is to the following individuals in connection with a pending class and representative PAGA action settlement.

Read this notice carefully. Your legal rights could be affected whether you act or not.

This notice relies on the following key definitions:

- “Agreement” means the Class Action and PAGA Settlement Agreement that Plaintiff and Defendant entered into.
- “Class” or “Class Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the Class Period.
- “Class Period” means the period from December 16, 2021 through July 5, 2026 or, if applicable, an Alternate End Date selected by Defendant as provided for under the Agreement.
- “Class Notice” or “Notice” means this notice.
- “Defendant” means Defendant Lifeline Inc. d/b/a Lifeline Vascular Care.
- “LWDA” means the California Labor Workforce and Development Agency.
- “Net Settlement Amount” means the Gross Settlement Amount (i.e., the total settlement amount), less the following payments in the amounts approved by the Court: Service Payment to the Plaintiff for service as a class representative, Attorneys’ Fees to Plaintiff’s Counsel, Litigation Costs to Plaintiff’s Counsel, the PAGA Payment (as noted below), and Administration Expenses to the selected third-party administrator, CPT Group, Inc. (i.e., the “Administrator”) responsible for administering this Settlement. The Net Settlement Amount shall be distributed as is explained below.
- “PAGA” means California’s Private Attorneys General Act of 2004.
- “PAGA Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period.
- “PAGA Payment” means the amount provided in exchange for the release of the PAGA claims addressed in the Settlement, with 65% of the PAGA Payment constituting the payment to the LWDA (i.e., the “LWDA Payment”) and with the remaining 35% constituting the payment to be allocated and paid to PAGA Members.

- “PAGA Period” means December 4, 2024, through July 5, 2026, or, if applicable, an Alternate End Date selected by Defendant as provided for under the Agreement.
- “Plaintiff” means Asjia Daniels.

The Superior Court of the State of California for the County of San Diego (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Asjia Daniels (“Class Representative”) against RMS Lifeline Inc. (“Defendant”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on the following legal causes of action, with (1) through (11) being alleged for the Class Period: (1) failure to pay all wages owed, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) untimely payment of wages, (6) wage statement violations, (7) waiting time penalties, (8) failure to reimburse business expenses, (9) failure to provide records, (10) unfair competition, (11) unlawful employment condition, and (12) civil penalties under the Private Attorneys General Act (during the PAGA Period).

Defendant denies all claims and maintains it has fully complied with the law.

Defendant’s records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of December 16, 2021, through July 5, 2026. Based on this information, your Individual Class Payment is estimated to be **\$[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Additionally, Defendant’s records reflect you worked **[Insert Individual Pay Periods]** pay periods during the PAGA Period of December 4, 2024, through July 5, 2026. Based on this information, your Individual PAGA Payment is estimated to be **[\$Individual PAGA Payment]**.

You have the following key options with respect to the Settlement:

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement and release your claims in exchange for compensation.
REQUEST EXCLUSION/OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion by following the procedure noted in Section 6 below. If you opt out, you may not object to the Settlement, you will not receive an Individual Class

	Payment, and you shall not be bound by the release provisions in the settlement. You may <u>not</u> opt out of the PAGA Settlement or seek exclusion from the PAGA Settlement and will be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection by following the procedure noted in Section 7 below. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

You have **two other options** in addition to those noted above:

You can participate in the final approval hearing. The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 75 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. **You do not have to attend but you do have the right to appear.** *For more information, please carefully read this notice.*

You can challenge or correct the number of workweeks and/or pay periods referenced above in this notice by following the procedure noted in **Section 8** below.

1. WHAT IS THE ACTION ABOUT?

The Plaintiff is a former employee of Defendant. As noted above, the Lawsuit is based on the following legal causes of action, with (1) through (11) being alleged for the Class Period: (1) failure to pay all wages owed, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) untimely payment of wages, (6) wage statement violations, (7) waiting time penalties, (8) failure to reimburse business expenses, (9) failure to provide records, (10) unfair competition, (11) unlawful employment condition, and (12) civil penalties under the Private Attorneys General Act (during the PAGA Period).

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

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Plaintiff's Counsel, will ask the Court to approve a Gross Settlement Amount of **\$300,000** and authorize the following payments from that amount:

- Service Payment to the Class Representative (in the amount of \$10,000);
- Attorneys' Fees to Plaintiff's Counsel (in the amount of \$99,990), representing 33.33% of the Gross Settlement Amount);

- Litigation Costs to Plaintiff’s Counsel (not to exceed \$21,000);
- LWDA’s 65% portion of the PAGA Payment (in the amount of \$13,000);
- 35% of the remaining PAGA Payment to aggrieved employees (also called PAGA Members (in the amount of (\$7,000); and
- Administration Expenses (not to exceed \$10,000) to be paid to the Administrator.

After the above amounts are approved by the Court, the remaining funds will constitute the Net Settlement Amount. The Administrator will calculate and distribute: (i) Individual Class Payments to Class Members who do not submit timely Requests for Exclusion (“Participating Class Members”) based on their pro rata number of workweeks worked during the Class Period; and (ii) Individual PAGA Payments based on their pro rata number of pay periods worked during the PAGA Period. 20% of each Individual Class Payment shall constitute taxable wages (“Wage Portion”) and 80% shall constitute interest and penalties (“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 Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members and PAGA Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

You will be treated as a Participating Class Member, participating fully in the Settlement, *unless* you submit a signed Request for Exclusion by **[[Response Deadline]]**. This deadline is the “Response Deadline.”

After the Court enters a Judgment that is final and Defendant has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members and PAGA Members will be legally barred from asserting any of the claims released under the settlement, as follows:

2.1. Class Release

The Settled Class Claims under the Agreement are as follows:

<INSERT FINAL, FULLY NEGOTIATED RELEASE LANGUAGE HERE IN FINAL DRAFT>

2.2. PAGA Release

The Settled PAGA Claims under the Agreement are as follows:

<INSERT FINAL, FULLY NEGOTIATED RELEASE LANGUAGE HERE IN FINAL DRAFT>

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The number of workweeks you worked during the Class Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of total workweeks worked by each

respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

4. HOW IS MY INDIVIDUAL PAGA PAYMENT CALCULATED?

The number of pay periods you worked during the PAGA Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the 35% share of PAGA Payment (attributable to all PAGA Members) by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then (2) multiplying the result by the number of pay periods worked by each PAGA Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other PAGA Members.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and PAGA Member following the Effective Date of the Settlement. The Effective Date is defined within the Agreement, which you can access via CPT's website noted below. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

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

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself ("opt out") by completing, signing and mailing a Request for Exclusion either by using the **Request for Exclusion/Opt Out Form included with this Notice** or by sending a written notification to the Settlement Administrator via mail, email or fax.

The deadline for sending opt outs to the Settlement Administrator is the Response Deadline (i.e., [REDACTED]). If sending by mail, the postmark must reflect the Response Deadline. Untimely Requests for Exclusion will be deemed invalid. .

To be valid, a written Request for Exclusion that must contain: (i) your full name; (ii) present address, (iii) telephone number; (iv) your dates of employment with Defendant; (v) the details of this Action (i.e., *Asjia Daniels et al. v. RMS Lifeline Inc. et al.*, Superior Court of the State of California for the County of San Diego, Case No. 25CU067047C); (vi) your signature; and (vii) a statement that you do not want to participate in the Settlement.

If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Class Release noted above. If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are a PAGA Member, you will still receive your Individual PAGA Payment and be bound by the PAGA Release noted above.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (i.e., those who do not submit Requests for Exclusion) have the right to object to the Settlement by submitting a written objection to the Administrator by the Response Deadline (i.e., [REDACTED]). To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

You may also file a written objection either by filling out and mailing the **Objection Form included with this Notice** or by submitting a writing to the Settlement Administrator via mail, email or fax. To be valid, a written Objection must contain: (i) your full name; (ii) present address, (iii) telephone number; (iv) approximate dates of employment with Defendant; (v) the details of this Action (i.e., *Asjia Daniels et al. v. RMS Lifeline Inc. et al.*, Superior Court of the State of California for the County of San Diego, Case No. 25CU067047C); (vi) your signature; and (vii) a statement about what you object to, why you object, and any facts that support your objection.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at their 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.

8. HOW CAN I CORRECT OR CHALLENGE THE NUMBER OF CLASS WORKWEEKS AND/OR PAGA PAY PERIODS?

You have until the Response Deadline (i.e., [REDACTED]) to correct or challenge the number of workweeks or PAGA pay periods noted on the first page of this notice. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

Administrator:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
Phone: (833) 816-0845
<https://www.cptgroup.com/case-inquiry>

The Administrator will accept Defendant's calculation of workweeks or pay periods 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.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [\[\[Final Approval Hearing Date\]\]](#) at [\[\[Final Approval Hearing Time\]\]](#) in Dept. 75 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Plaintiff's Counsel (as Litigation Costs and Attorneys' Fees), the Class Representative (as Service Payment), and the Administrator. The Court will invite comment from objectors, Plaintiff's Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Plaintiff's Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff 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 following website [\[\[website\]\]](#). You can also telephone or send an email to the Administrator or Plaintiff's Counsel using the below contact information:

Administrator

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
Phone: (833) 816-0845
[email]: [\[redacted\]](mailto:)
<https://www.cptgroup.com/case-inquiry>

Plaintiff's Counsel

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Conor J.D. Gómez (State Bar No. 337395)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
Phone: (619) 693-7727
classactions@ferrarovega.com
ferrarovega.com

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

**DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

Attachment B

Request for Exclusion/Opt Out Form

Request for Exclusion/Opt Out Form

Asjia Daniels et al. v. RMS Lifeline Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 25CU067047C

By signing and returning this form, I confirm that I **do not** want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above (pending as *Asjia Daniels et al. v. RMS Lifeline Inc. et al.*, Superior Court of the State of California for the County of San Diego, Case No. 25CU067047C).

I understand that by opting out, I **will not receive** any payments in the Settlement in connection with the class claims alleged in this case.

To validly “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
(833) 816-0845

<https://www.cptgroup.com/case-inquiry>

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not participate** in the proposed Settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Dates of Employment)

(Type or print full name and former name(s))

(Telephone Number; Email)

(Address, including City, State, Zip)

Directions:

1. THIS IS NOT A CLAIM FORM. DO NOT SUBMIT THIS FORM IF YOU WISH TO PARTICIPATE IN OR RECEIVE A PORTION OF THE CLASS SETTLEMENT.
2. For this opt out request to be effective, you **MUST** complete, sign, and send this form via email, mail or fax to the address below by **[[Response Deadline]]**. If sending by mail, the

postmark must reflect the date of **[[Response Deadline]]** and you must send it via U.S. Mail to the following address:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
Phone: (833) 816-0845
Email: info@cptgroup.com
<https://www.cptgroup.com/case-inquiry>

Attachment C

Objection Form

OBJECTION FORM*Asjia Daniels et al. v. RMS Lifeline Inc. et al.*

Superior Court of the State of California for the County of San Diego

Case No. 25CU067047C

I, _____ object to the proposed Settlement in *Asjia Daniels et al. v. RMS Lifeline Inc. et al.*, Superior Court of the State of California for the County of San Diego, Case No. 25CU067047C. The basis for my objection is:

The total number of pages attached to this form as supporting documentation is: _____.

Dated: _____

(Signature)

(Dates of Employment)

(Type or print full name and former name(s))

(Telephone Number; Email)

(Address, including City, State, Zip)

Directions:

1. YOU MAY NOT SUBMIT BOTH A REQUEST FOR EXCLUSION FORM AND THIS OBJECTION FORM.
2. The Final Approval Hearing is scheduled on [REDACTED] at [REDACTED] in Dept. 75 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. You are not required to appear at the final approval hearing in order for your objection to be considered.

3. For this objection to be effective, you MUST complete, sign, and send this form via email, mail or fax to the address below by **[[Response Deadline]]**. If sending by mail, the postmark must reflect the date of **[[Response Deadline]]** and you must send it via U.S. Mail to the following address:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
Phone: (833) 816-0845
Email: _____
<https://www.cptgroup.com/case-inquiry>