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Attorney for Plaintiff
Josefina Zavala

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSEFINA ZAVALA, individually and on behalf of all similarly situated individuals, Plaintiff, v. CPH HOSPITAL MANAGEMENT, LLC, et al., Defendants.	NO. 23STCV19561 **SUPPLEMENTAL DECLARATION OF ADAM ROSE ATTACHING SECOND AMENDED SETTLEMENT AND NOTICE, AND LISTING EDITS TO BOTH DOCUMENTS** **Date: October 23, 2025** **Time: 10:00 a.m.** **Dept: SSC6**

I, Adam Rose, declare the following:

1. I am one of the attorneys for the plaintiff. I have personal knowledge of the facts in this declaration and if called on to testify I would competently do so.

2. Attached as Exhibit A is a true and correct copy of the signed second amended settlement agreement.

3. Attached as Exhibit B is a true and correct copy of the redlined second amended settlement agreement.

4. Attached as Exhibit C is a true and correct copy of the amended notice to class members.

5. Attached as Exhibit D is a true and correct of the redlined notice to class members.

6. I am uploading this declaration to the LWDA website at the same time as filing it.

7. The following changes were made to the second amended settlement agreement:

8. In the caption, preamble, and paragraph 3, the words "Second Amended" were added.

9. In paragraph 18, the gross settlement amount increased to $991,890 since the escalator clause for the PAGA payment was triggered; it is an overall increase of $91,890.

10. In paragraph 22, the PAGA payment (i.e., the 75% to the LWDA) was changed from $67,500 to $136,417.50.

11. In paragraph 28 the PAGA amount (i.e., the allocation) was changed from $90,000 to $181,890. The amount to the 75% to the LWDA was changed from $67,500 to $136,417.50 and the 25% to the aggrieved employees was changed from $22,500 to $45,472.50.

12. In paragraph 29, the PAGA Payment (i.e., the 25% to the Aggrieved Employees) was changed from $22,500 to $45,472.50.

13. In paragraph 37 about the PAGA release, the following sentence was added: "The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations."

14. In paragraph 54 about the PAGA release, the following sentence was added: "The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations."

15. In paragraph 57 about the total settlement amount, the following phrase was added: "$991,890.00, based on the Escalator Clause in Paragraph 58 (an increase to the original PAGA Amount from $90,000.00, to 181,890.00), which resulted in an overall increase to the original Gross Settlement Amount of $91,890 (from $900,000.00 to $991,890.00)." Additionally, the amount of the Gross Settlement Amount was updated in two places, as well as the PAGA Amount.

16. In paragraph 58 about the escalator, text was inserted that shows: "Pursuant to this escalator clause, the original PAGA Amount will increase by an estimated $91,890.00, bringing the PAGA Amount to $181,890.00, and thus increasing the Gross Settlement to $991,890.00."

17. In paragraph 59(a) about attorney fees, the amount was increased to $330,630.00 based on the triggering of the escalator clause.

18. In paragraph 59(d) about the PAGA amount, the new PAGA amount/allocation is $181,890,00, and the amount to be paid to the LWDA and the Aggrieved Employees is updated to reflect the increased PAGA Amount.

19. In paragraph 59(e) about calculating individual payments, the following sentence was added: "Individual PAGA Payments will be calculated from the PAGA Payment based on the respective number of workweeks worked by each Aggrieved Employee in a non-exempt position during the PAGA Period. All Aggrieved Employee will be deemed to have worked during at least one workweek during the Class Period. Each Aggrieved Employee's share of the PAGA Payment will be calculated by dividing the Aggrieved Employee's workweeks worked in a non-exempt position by the total number of workweeks worked by all Aggrieved Employee in a non-exempt position during the PAGA Period and multiplying this figure by the PAGA Payment."

20. The following changes were made to the notice:

21. In paragraph 3(A) the gross settlement amount was corrected to $991,890

22. In paragraph 3(B) the attorney fees are recalculated to $330,634, and the PAGA allocation was recalculated to $181,890.

23. In paragraph 3(E), the following sentence was added about the cy pres organization: "The cy pres recipient is typically nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent. CASA is a child advocacy program."

24. In paragraph 3(J), the following sentence was added about the scope of the PAGA release: "The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 6, 2025 */s/ Adam Rose*

Exhibit A

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Attorneys for Plaintiff
JOSEFINA ZAVALA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

SPRING STREET COURTHOUSE

JOSEFINA ZAVALA, individually and on behalf of all similarly situated individuals, Plaintiffs, vs. CPH HOSPITAL MANAGEMENT, LLC, d/b/a COAST PLAZA HOSPITAL, GARDENA HOSPITAL, LP, d/b/a MEMORIAL HOSPITAL OF GARDENA, CHHP MANAGEMENT, LLC, d/b/a COMMUNITY HOSPITAL OF HUNTINGTON PARK, ELADH, LP, d/b/a EAST LOS ANGELES DOCTORS HOSPITAL, AVANTI HOSPITALS, LLC, PIPELINE HEALTH SYSTEM, LLC, PIPELINE HEALTH SYSTEM HOLDINGS, LLC, and DOES 1 to 100, Defendants.	Case No. 23STCV19561 ASSIGNED FOR ALL PURPOSES TO: HON. ELIHU M. BERLE, DEPT. 6 **SECOND AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT TO RESOLVE CLASS ACTION AND PAGA CLAIMS** Action Filed: August 16, 2023 Trial Date: None set

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TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

This Second Amended Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims is entered into to resolve the above-captioned action, *Josefina Zavala v. CPH Hospital Management, LLC*, Los Angeles County Superior Court Case No. 23STCV19561. This agreement is entered into between Plaintiff Josefina Zavala and Defendant Pipeline Health System Holdings, LLC.

DEFINITIONS

1. Action. "**Action**" means *Josefina Zavala v. CPH Hospital Management, LLC*, Los Angeles County Superior Court Case No. 23STCV19561.

2. Aggrieved Employees. "**Aggrieved Employees**" means all non-exempt, hourly-paid employees of the Pipeline Entities who worked in California at any time during the PAGA Period.

3. Agreement or Settlement or Settlement Agreement. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Second Amended Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions

4. Attorneys' Fees and Costs. "**Attorneys' Fees and Costs**" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 33 and 1/3% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this Action.

5. Class Counsel. "**Class Counsel**" means Adam Rose and Manny Starr of Frontier Law Center.

6. Class or Class Members. "**Class**" or "**Class Members**" means all non-exempt, hourly-paid employees of the Pipeline Entities who worked in California at any time during the Class Period.

7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "**Class Period**" refers to the period which begins on February 7, 2023,

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and which ends on May 11, 2024.

9. Court. "**Court**" means the Los Angeles County Superior Court, where the Action is currently pending.

10. Defendant or Pipeline. "**Defendant**" or "**Pipeline**" means Pipeline Health System Holdings, LLC, which is authorized to act on behalf of the Pipeline Entities who are also named as defendants in the Action.

11. Defendants. "**Defendants**" means, collectively, Pipeline and the Pipeline Entities.

12. Defendants' or Defendant's Counsel. "**Defendants'** or **Defendant's Counsel**" means Maria Z. Stearns, Peter Hering, and K. Bartlett Jordan of Rutan & Tucker, LLP.

13. Effective Date. The "**Effective Date**" of this Agreement means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the 61st day after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, (i) the day after the deadline for filing a notice of appeal from the Judgment has expired, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur if an appeal, review, or writ has been filed.

14. Employer's Taxes. "**Employer's Taxes**" means the amount of applicable employer-side payroll taxes that Defendant has to pay on the portion of the Individual Settlement Payments designated as wages. Employer's Taxes will be paid in addition to the Gross Settlement Amount. The exact amount of Employer's Taxes will be calculated by the Settlement Administrator.

15. Enhancement Award. "**Enhancement Award**" means the amount the Court authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in recognition of her efforts and work in prosecution of the Action, up to $7,500.00.

16. Final Hearing Date. "**Final Hearing Date**" means the date set by the Court for the hearing on final approval of the Settlement.

17. Final Order and Judgment. "**Final Order and Judgment**" means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will

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submit to the Court with the motion for final approval of the Settlement.

18. Gross Settlement Amount. "**Gross Settlement Amount**" means the total settlement payment Defendant has agreed to make under this Agreement. The Gross Settlement Amount is $991,890.00, based on the Escalator Clause in Paragraph 58 (an increase to the original PAGA Amount from $90,000.00, to $181,890.00), which resulted in an overall increase to the original Gross Settlement Amount of $91,890 (from $900,000.00 to $991,890.00).

19. Individual PAGA Payment. "**Individual PAGA Payment**" means a payment to an Aggrieved Employee of the employee's *pro rata* share of the PAGA Payment as set forth in this Agreement.

20. Individual Settlement Payment. "**Individual Settlement Payment**" means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment to the extent an employee is eligible.

21. LWDA Notices. "**LWDA Notices**" means PAGA Notice Letters sent by Plaintiff to the Labor and Workforce Development Agency ("**LWDA**") pursuant to Labor Code section 2699.3 on or about August 15, 2023, and the Supplemental PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about May 23, 2024.

22. LWDA Payment. "**LWDA Payment**" means 75% of the PAGA Amount, which will be paid to the LWDA (a payment of $136,417.50).

23. Named Plaintiff or Plaintiff. "**Named Plaintiff**" or "Plaintiff" means Josefina Zavala.

24. Notice Packet. "**Notice Packet**" means the Class Notice, Request for Exclusion Form, and Workweek Dispute Form.

25. Notice Period. "**Notice Period**" means the time period commencing on the date the Notice Packet is mailed to Class Members and ending 45 days thereafter unless a notice is re-mailed to a Class Member, in which case, the Notice Period shall end either 45 days after mailing or 15 days after re-mailing, whichever is later.

26. Net Class Settlement Amount. "**Net Class Settlement Amount**" means the

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settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

27. Operative Complaint. "**Operative Complaint**" means the Second Amended Class Action Complaint filed in the Action on August 23, 2024.

28. PAGA Amount. "**PAGA Amount**" means the amount of $181,890.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount ($136,417.50) will be paid to the LWDA as the LWDA Payment, and the remaining 25% ($45,472.50) will be allocated to the Aggrieved Employees as the PAGA Payment.

29. PAGA Payment. "**PAGA Payment**" means 25% of the PAGA Amount, which will paid to the Aggrieved Employees (a payment of $45,472.50).

30. PAGA Period. "**PAGA Period**" refers to the period that begins on February 7, 2023, and which ends on August 30, 2025.

31. Parties. "**Parties**" means the Defendant and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a "**Party**."

32. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; "**Settlement Class**" means a class of all Participating Class Members.

33. Participating Class Member Payment. "**Participating Class Member Payment**" means a payment to a Participating Class Member of the employee's *pro rata* share of the Net Class Settlement Amount as set forth in this Agreement.

34. Pipeline Entities. "**Pipeline Entities"** means all of the following entities, which are related to Pipeline and named as defendants in the Action: CPH Hospital Management, LLC, d/b/a Coast Plaza Hospital ("**CPH**"); Gardena Hospital, LP, d/b/a Memorial Hospital of Gardena ("**MHG**"); CHHP Management, LLC, d/b/a Community Hospital of Huntington Park ("**CHHP**");

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ELADH, LP, d/b/a East Los Angeles Doctors Hospital ("**ELA**"); Avanti Hospitals, LLC ("**AH**"); and Pipeline Health System, LLC ("**PHS**").

35. Preliminary Approval Order. "**Preliminary Approval Order**" means an order from the Court preliminarily approving this Settlement.

36. Released Class Claims. "**Released Class Claims**" means, for the duration of the Class Period, any and all claims against Defendants and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaint or that could have been alleged in the Operative Complaint based on such facts. Without limiting the foregoing, the Released Claims include claims for alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246–249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in the Operative Complaint and related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Operative Complaint.

37. Released PAGA Claims. "Released **PAGA Claims**" means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq*.) that arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the LWDA Notices based on such facts. Without limiting the foregoing, the PAGA Claims include claims premised on alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay

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wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246-249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in the LWDA Notices; and related violations of the applicable California Wage Orders. The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations.

38. Released Parties. "**Released Parties**" means and includes Defendant, the Pipeline Entities and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, and representatives.

39. Settlement Administration Costs. "**Settlement Administration Costs**" means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

40. Settlement Administrator. "**Settlement Administrator**" means CPT Group, Inc. or such other third-party administrator chosen by the Parties and approved by the Court.

41. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

42. Workweek Dispute Form. "**Workweek Dispute Form**" means the Workweek Dispute Form, attached as **Exhibit B** to this Agreement, or a substantially similar notice approved by the Court.

RECITALS

43. On August 15, 2023, Named Plaintiff Josefina Zavala submitted a PAGA Notice to the LWDA alleging various Labor Code violations by CPH and Pipeline Health, LLC.

44. On August 16, 2023, Named Plaintiff filed a class action Complaint against Defendants CPH and Pipeline Health, LLC in a case styled *Josefina Zavala v. CPH Hospital*

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Management, LLC, Los Angeles County Superior Court Case No. 23STCV19561. The Complaint alleged various wage-and-hour violations by CPH and Pipeline Health, LLC, including: (1) minimum wage violations, (2) overtime violations, (3) meal period violations, (4) rest period violations, (5) derivative wage statement violations, (6) derivative waiting time violations, and (6) unfair competition law violations.

45. On November 6, 2023, Named Plaintiff filed a First Amended Complaint ("**FAC**") in the Action. The FAC alleged the same claims as the original complaint, added Pipeline as a Defendant, and added an additional PAGA cause of action which sought civil penalties for alleged violations, including (1) minimum wage violations, (2) overtime violations, (3) meal period violations, (4) rest period violations, (5) derivative wage statement violations, and (6) derivative waiting time violations.

46. On March 20, 2024, the Parties participated in mediation with Lisa Klerman of the Mediation Office of Lisa Klerman (the "**Mediator**"), a respected mediator of complex wage-and-hour actions. The Parties, with the assistance of the Mediator's evaluations and with the help of the Mediator's proposal, reached the settlement that is memorialized in this Agreement.

47. On May 23, 2024, Named Plaintiff submitted a supplemental PAGA Notice to the LWDA regarding additional alleged wage and hour violations that she and her counsel claim to have uncovered during the course of the litigation.

48. On or about August 23, 2024, which is more than 65 days after May 23, 2024, Named Plaintiff, pursuant to a joint stipulation with Defendants, filed a Second Amended Complaint, which added MHG, CHHP, ELA, AH, and PHS as Defendants in this Action and added claims for alleged violations by Defendants that she and her counsel claim to have uncovered during the course of the litigation. The Second Amended Complaint is the Operative Complaint.

49. Defendant denies that the Pipeline Entities engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendant further denies that there is any liability of any kind associated with the claims alleged in the Action. Defendant contends that the Pipeline Entities have complied with both federal and state wage-and-hour laws, and all other laws regulating their relationships with the Class

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Members and the Aggrieved Employees, including the Named Plaintiff.

50. Class Counsel has investigated the facts relating to the Action. Settlement discussions were conducted at arm's length during a full-day mediation with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Action. While Defendants specifically deny any liability in the Action, Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendant agree that the Action shall be and are finally and fully compromised and settled on the following terms and conditions:

51. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by

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Defendants or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

52. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section 382, and (b) the Action may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Agreement in accordance with its terms. If the Court does not so approve this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the Parties intend this Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Agreement will be decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of the Settlement Administrator's fees, if any, in an equal amount.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement (without providing the Parties an opportunity to submit additional information to support the Settlement), or in the event that this Agreement shall terminate or the settlement embodied in this Agreement does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to

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the rights of the Named Plaintiff, Class Members, Aggrieved Employees, the State of California, and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

53. Participating Class Members' Release Of Class Claims. Upon the funding of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

a. This release by the Named Plaintiff and each Participating Class Member is intended to settle any and all of the Released Class Claims that any of them may have against Defendants or any of the Released Parties during the Class Period.

b. Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims as to Participating Class Members, and such notice will have the same force and effect as if the Agreement were executed by each Class Member.

54. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiff, as the proxy for the State of California and all Aggrieved Employees (to the extent permitted by law), and on behalf of her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, forever completely release and discharge Defendants and each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations. The Aggrieved Employees and the State of

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California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants and/or any of the Released Parties for the Released PAGA Claims that arose during the PAGA Period, to the extent permissible by law.

55. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, the Named Plaintiff fully releases and discharges Defendants and the other Released Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims against Defendants and the Released Parties arising out of or relating to the Named Plaintiff's employment or the termination of her employment with Defendants and any other Released Party. This general release by the Named Plaintiff includes a waiver of Named Plaintiff's rights under Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

56. No Prior Assignments. The Named Plaintiff represents and warrants that she has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

57. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of $991,890.00, based on the Escalator Clause in Paragraph 58 (an increase to the original PAGA Amount from $90,000.00, to 181,890.00), which resulted in an overall increase to the original Gross Settlement Amount of $91,890 (from $900,000.00 to $991,890.00). The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Awards to the Named Plaintiffs, the PAGA Amount, and

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Settlement Administration Fees and Costs. The Parties agree that if the Settlement is not approved, in whole or in part, because a court determines that the amount allocated to the PAGA Amount ($181,890.00) should increase, the Net Class Settlement Amount shall decrease to account for any increase required for the PAGA Amount such that the Gross Settlement Amount does not exceed $991,890.00. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendant shall not be required to pay any amount over $991,890.00 for this Settlement, apart from the Employer's Taxes which will be paid in addition to the Gross Settlement Amount, and as set forth in Paragraph 58.

58. Settlement Escalator. The Settlement is based on the representation that there were no more than 88,000 workweeks during the period from February 7, 2023, through March 20, 2024. If the total number of workweeks during the Class Period and PAGA Period increases to a figure that is greater than 96,800 (i.e., 10% more than 88,000), Defendant will have the choice of: (a) paying a proportional increase in the original Gross Settlement Amount ($900,000.00) for each additional workweek over 96,800; (b) paying a proportional increase in the original PAGA Amount ($90,000.00) only for each additional workweek over 96,800, which will then be added to the original Gross Settlement Amount ($900,000.00); or (c) defining the end date of the Class Period and/or PAGA Period to May 11, 2024, which avoids incurring any pro-rata increase.

Defendant has chosen option 58(b), which means that the Class Period end date is May 11, 2024, and the PAGA Period end date is August 30, 2025. Pursuant to this escalator clause, the original PAGA Amount will increase by an estimated $91,890.00, bringing the PAGA Amount to $181,890.00, and thus increasing the Gross Settlement to $991,890.00.

59. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third (33 and 1/3%) of the Gross Settlement Amount, which, after the escalation pursuant to Paragraph 58 of this Agreement, equals $330,630.00. Class Counsel will also apply to the Court for an award of

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actual costs incurred by Class Counsel not to exceed the amount of $37,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph (59.a). Except as provided in this Paragraph (59.a), each party will bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of Net Class Settlement Amount for the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administration Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration Costs, currently estimated at $21,000. These costs are included in, and shall come from, the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $21,000, the difference shall be added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed $21,000 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

c. Named Plaintiff Enhancement Award: At the final approval hearing, Class Counsel will apply to the Court for an award of up to $7,500.00 to the Named Plaintiff as an Enhancement Award for her services and for assuming the risks associated with this litigation and for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such application. The Enhancement Award is included in, and shall come from, the Gross Settlement Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 59.e, below. If the Court awards less than the amount requested, any amount not awarded will be part of the Net Class Settlement Amount for distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Amount: At the final approval hearing, Class Counsel will apply to

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the Court for approval of the PAGA Amount of $181,890.00 for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(*l*)(2). The Parties agree that 75% of the PAGA Amount ($136,417.50) will be paid to the LWDA as the LWDA Payment, and the remaining 25% ($45,472.50) will be allocated to the Aggrieved Employees as the PAGA Payment. The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 59.e. This is described further in subparagraph e.ii below. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph 59.d and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) be bound by the PAGA Settlement and release all Released PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) the Participating Class Member Payment; and (ii) the Individual PAGA Payment.

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 59.a-d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount (*i.e.*, the Net Class Settlement Amount). Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of workweeks worked by each Participating Class Member in a non-exempt position during the Class Period. All Class Members will be deemed to have worked during at least one workweek during the Class Period. Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's workweeks worked in a non-exempt position by the total number of workweeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of workweeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA

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Payment (the Individual PAGA Payment). Individual PAGA Payments will be calculated from the PAGA Payment based on the respective number of workweeks worked by each Aggrieved Employee in a non-exempt position during the PAGA Period. All Aggrieved Employee will be deemed to have worked during at least one workweek during the Class Period. Each Aggrieved Employee's share of the PAGA Payment will be calculated by dividing the Aggrieved Employee's workweeks worked in a non-exempt position by the total number of workweeks worked by all Aggrieved Employee in a non-exempt position during the PAGA Period and multiplying this figure by the PAGA Payment. The Class Notice will include the number of workweeks that the Aggrieved Employee worked during the PAGA Period and the amount the Aggrieved Employee is estimated to receive under the terms of the Settlement.

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments (including the Participating Class Member Payments and Individual PAGA Payments) does not mean that all of the elements of damages, restitution, and penalties alleged in the Actions are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 59.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that, under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in Paragraph 58, under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of the Action.

60. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made

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to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

61. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 66)

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will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq*. of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the "**Administrator**" of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

d. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, including Named Plaintiff, such Class Member or Aggrieved Employee assumes all responsibility for the payment of such taxes.

62. Notice Procedure. Within 20 business days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members that identifies each Class Member by name, Social Security Number, and last-known address; and specifies the number of workweeks worked by each Class Member in a non-exempt position during the Class Period and the PAGA Period (the "**Class List**"). Defendant will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within 14 calendar days after receipt of the Class List from Defendant, the Settlement Administrator will send the Notice Packet to each Class Member via First Class U.S. Mail. Receipt of the Notice Packet shall be presumed as to each

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and every Class Member whose Notice Packet is not returned to the Settlement Administrator as undeliverable within 14 calendar days after mailing.

b. The Settlement Administrator will re-mail any Notice Packet returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed Notice Packet is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-mailing, received the Notice Packet. Class Members who receive a re-mailed Notice Packet shall have either 45 days from the original mailing or 15 days from the re-mailing, whichever is later, to object, opt out, or dispute the workweeks attributed to the Class Member.

c. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Notice Packet to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Notice Packet was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

63. Dispute Procedure. The Notice Packet will include a procedure by which a Class Member may dispute the number of workweeks allocated to the Class Member by submitting a valid Workweek Dispute Form, which is attached to this Agreement as Exhibit B, via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period. To be valid, a Workweek Dispute Form must contain the following: (i) the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) the number of workweeks the Class Member maintains is correct; (iv) documentary evidence sufficient to prove that Defendant's calculation of the workweeks for the Class Member is incorrect, if any; and (v) be returned so that it is postmarked on or before the expiration of the Notice Period. Upon receipt of notice of a Workweek Dispute Form, the Settlement Administrator shall promptly serve Defendants' Counsel with a copy of the Workweek Dispute Form and any accompanying papers. Defendants' Counsel

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will inform Class Counsel of any such dispute. No Workweek Dispute Form shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendant shall have the right to respond to the Workweek Dispute Form by any Class Member. The Settlement Administrator will resolve the Workweek Dispute Form and make a final and binding determination without hearing or right of appeal.

a. Within 14 calendar days after the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not include the names or contact information of Participating Class Members and Aggrieved Employees.

64. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including the release of the Released Claims that arose during the Class Period. A Class Member will not be entitled to opt out of the settlement established by this Agreement unless the Class Member submits a valid request for exclusion form ("**Request for Exclusion Form**") via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period. A valid Request for Exclusion Form must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opts out of the Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

a. Upon receipt of any Request for Exclusion Form within the Notice Period, the Settlement Administrator shall review the Request for Exclusion Form to confirm that it complies with the opt-out requirements of this Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Request for Exclusion Form will be barred from opting out of this Agreement or the settlement, unless

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otherwise ordered by the Court. If the Settlement Administrator receives a timely Request for Exclusion Form that is incomplete, it will make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator will not consider any Request for Exclusion Form postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for Defendant. It shall be presumed that if a Request for Exclusion Form is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of a Request for Exclusion Form on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Request for Exclusion Form was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who submitted valid and timely Request for Exclusion Forms to the Parties and include this information in a Declaration regarding the distribution of the notice that will be provided in support of Plaintiff's Motion for Final Approval.

d. If 10% or more Class Members submit valid and timely Request for Exclusion Forms, Defendant will have the sole and absolute discretion to withdraw from this Agreement within 10 business days after Defendant receives notice from the Settlement Administrator that a sufficient number of valid and timely Requests for Exclusion Forms have been received by the Settlement Administrator such that the 10% threshold is met or exceeded. Defendant will provide written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred through the date they void the Settlement Agreement. If the

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Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement Administrator's fees and costs.

65. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and Defendants' Counsel) by the close of the Notice Period. Class Counsel will ensure that any written objections are filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Class Member or the Class Member's legally-authorized representative.

b. Class Counsel or Defendants' Counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 64, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendants and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order.

d. In the event that any person objects to or opposes this proposed settlement or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement.

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e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid. A Class Member may not object to the PAGA portion of the Settlement.

66. Funding And Distribution Of Settlement.

a. Within 10 calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendants' Counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement; the total amount payable to all Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the appropriate applicable Employer's Taxes for any portion of the Individual Settlement Payments designated as wages.

b. On the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Gross Settlement Amount, and (ii) the Employer's Taxes for any portion of the Individual Settlement Payments designated as wages (collectively, "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendant under this Agreement, unless anything further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees, the State of California, or Class Counsel under this Agreement, in connection with the claims released herein, regardless of whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than 10 business days after receipt of the Settlement Fund from Defendant ("**Settlement Proceeds Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all

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Participating Class Members and the Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendants, Class Counsel, Defendants' Counsel, or any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the Enhancement Award shall occur no later than 10 business days after the Settlement Administrator receives the Settlement Fund from Defendant.

e. If a Participating Class Member's or Aggrieved Employee's check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transferred to Court Appointed Special Advocates ("**CASA**") of Los Angeles as a cy pres recipient.

f. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective Date of the Agreement.

g. Within 60 calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendants' Counsel.

67. Binding Effect Of Agreement On Class Members. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Participating Class Members will be bound by this Agreement.

68. Binding Effect Of Agreement On Aggrieved Employees and State of California. The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim

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against Defendants or any of the Released Parties for any of the Released PAGA Claims and to be bound by the release of the Released PAGA Claims during the PAGA Period as set forth in this Agreement.

69. Provisional Approval Of Settlement. Named Plaintiff and Class Counsel will file a motion in the Action requesting that the Court enter the Preliminary Approval Order shortly after complete execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendants' Counsel at least 3 business days to review, and provide comments to, the draft motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants dispute any of the factual statements concerning the claims at issue included by the Named Plaintiff in the motion and supporting papers. Defendants' Counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

70. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit Request for Exclusion Forms or objections to the settlement or to appeal from the Final Order or Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

71. Final Order and Judgment. The Named Plaintiff will request that the Court enter, after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the Participating Class Members release the Released Parties from the Released Class Claims; order that the Aggrieved Employees and the State of California release the Released Parties from the Released PAGA Claims as set forth in this Agreement (to the extent permitted by law); and require

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the Parties to carry out the provisions of this Agreement.

72. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the settlement set forth in this Agreement does not become final, the settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise.

73. Discovery. All discovery and discovery-related motions in the Actions are indefinitely stayed.

74. No Double Recovery. No person who, as of August 2, 2024, has already released, assigned, or otherwise forfeited the claims asserted in the Action will be considered a Class Member or be entitled to recover under this Agreement. Such persons will be excluded from the Class List.

75. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the Court, Class Members, or those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this Paragraph 75 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on any website (including, without limitation, publishing on any Twitter account, Facebook, other social media, or blog, or business website) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to legal periodicals and publications such as "Jury Verdicts," "Verdicts & Settlements" or any other publication that summarizes the results of jury verdicts and settlements; or (iii) the public at large, without the advance written consent of Defendants.

a. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of this Agreement with the Class Members or their legal

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representatives, the Settlement Administrator, the Court, and representatives of the California LWDA.

b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by this Agreement, including the Judgment entered by the Court.

c. The Named Plaintiff and Class Counsel agree that all data and information informally produced by Defendants in connection with the settlement of this Action will be maintained in confidence, and will not be shared with any other persons or entities.

76. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 75 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, Aggrieved Employees, the State of California, to Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith and involve the Mediator as necessary before exercising such right.

77. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement and approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

78. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator and, if still unable to resolve their dispute, the Court.

79. Notices. All notices, requests, demands, and other communications required or

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permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

FRONTIER LAW CENTER
Adam Rose, Esq.
Manny Starr, Esq.
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433

COUNSEL FOR DEFENDANT

RUTAN & TUCKER, LLP
Maria Z. Stearns, Esq.
Peter Hering, Esq.
K. Bartlett Jordan, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

80. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

81. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the Released PAGA Claims, and the Released Class Claims against Defendants and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written

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agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

82. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

83. Captions. The captions, section numbers, and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

84. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

85. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

86. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

87. Representation and Warranties. Class Counsel and the Named Plaintiff represent and warrant to Defendants that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this Agreement.

88. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this

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Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

89. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named Plaintiff as provided by this Agreement.

90. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

91. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

92. No Reliance on Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

93. No Collateral Attack. This Agreement will not be subject to collateral attack by any

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Class Member or any recipient of the Notice Packet after the Final Order and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

[SIGNATURE PAGE TO FOLLOW]

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IT IS SO AGREED:

Dated: October 10/1/2025, 2025

PLAINTIFF JOSEFINA ZAVALA

DocuSigned by:
J Z
320FB9458G9B4DB...

Plaintiff Josefina Zavala

Dated: October October 2, 2025, 2025

DEFENDANT PIPELINE HEALTH SYSTEM HOLDINGS, LLC

Signed by:
Brittany Whitman
795D71C65D124E4...

By: Brittany Whitman

Its: General Counsel

APPROVED AS TO FORM AND CONTENT

Dated: October 2, 2025

RUTAN & TUCKER, LLP
MARIA Z. STEARNS
PETER HERING
K. BARTLETT JORDAN

By: _____

Maria Z. Stearns
Attorneys for Defendants

APPROVED AS TO FORM AND CONTENT AND AGREE TO BE BOUND BY PARAGRAPH 75:

Dated: October 10/1/2025, 2025

FRONTIER LAW CENTER
ADAM ROSE
MANNY STARR

By: DocuSigned by:
Adam Rose
D2C7FC7ADE79459...

Adam Rose
Attorneys for Plaintiff
JOSEFINA ZAVALA, and all others similarly situated

Exhibit B

RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
mstearns@rutan.com
Peter Hering (State Bar No. 298427)
phering@rutan.com
K. Bartlett Jordan (State Bar No. 329893)
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18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Telephone: 714-641-5100
Facsimile: 714-546-9035

Attorneys for Defendants
CPH HOSPITAL MANAGEMENT, LLC and PIPELINE HEALTH SYSTEM HOLDINGS, LLC

FRONTIER LAW CENTER
Adam Rose (State Bar No. 210880)
arose@frontierlawcenter.com
Manny Starr (State Bar No. 319778)
mstarr@frontierlawcenter.com
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiff
JOSEFINA ZAVALA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

SPRING STREET COURTHOUSE

JOSEFINA ZAVALA, individually and on behalf of all similarly situated individuals, Plaintiffs, vs. CPH HOSPITAL MANAGEMENT, LLC, d/b/a COAST PLAZA HOSPITAL, GARDENA HOSPITAL, LP, d/b/a MEMORIAL HOSPITAL OF GARDENA, CHHP MANAGEMENT, LLC, d/b/a COMMUNITY HOSPITAL OF HUNTINGTON PARK, ELADH, LP, d/b/a EAST LOS ANGELES DOCTORS HOSPITAL, AVANTI HOSPITALS, LLC, PIPELINE HEALTH SYSTEM, LLC, PIPELINE HEALTH SYSTEM HOLDINGS, LLC, and DOES 1 to 100, Defendants.	Case No. 23STCV19561 ASSIGNED FOR ALL PURPOSES TO: HON. ELIHU M. BERLE, DEPT. 6 **SECOND AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT TO RESOLVE CLASS ACTION AND PAGA CLAIMS** Action Filed: August 16, 2023 Trial Date: None set

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

This Second Amended Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims is entered into to resolve the above-captioned action, *Josefina Zavala v. CPH Hospital Management, LLC*, Los Angeles County Superior Court Case No. 23STCV19561. This agreement is entered into between Plaintiff Josefina Zavala and Defendant Pipeline Health System Holdings, LLC.

DEFINITIONS

1. Action. "**Action**" means *Josefina Zavala v. CPH Hospital Management, LLC*, Los Angeles County Superior Court Case No. 23STCV19561.

2. Aggrieved Employees. "**Aggrieved Employees**" means all non-exempt, hourly-paid employees of the Pipeline Entities who worked in California at any time during the PAGA Period.

3. Agreement or Settlement or Settlement Agreement. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Second Amended Joint Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions

4. Attorneys' Fees and Costs. "**Attorneys' Fees and Costs**" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 33 and 1/3% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this Action.

5. Class Counsel. "**Class Counsel**" means Adam Rose and Manny Starr of Frontier Law Center.

6. Class or Class Members. "**Class**" or "**Class Members**" means all non-exempt, hourly-paid employees of the Pipeline Entities who worked in California at any time during the Class Period.

7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "**Class Period**" refers to the period which begins on February 7, 2023,

and which ends on May 11, 2024.

9. Court. "**Court**" means the Los Angeles County Superior Court, where the Action is currently pending.

10. Defendant or Pipeline. "**Defendant**" or "**Pipeline**" means Pipeline Health System Holdings, LLC, which is authorized to act on behalf of the Pipeline Entities who are also named as defendants in the Action.

11. Defendants. "**Defendants**" means, collectively, Pipeline and the Pipeline Entities.

12. Defendants' or Defendant's Counsel. "**Defendants'** or **Defendant's Counsel**" means Maria Z. Stearns, Peter Hering, and K. Bartlett Jordan of Rutan & Tucker, LLP.

13. Effective Date. The "**Effective Date**" of this Agreement means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the 61st day after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, (i) the day after the deadline for filing a notice of appeal from the Judgment has expired, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur if an appeal, review, or writ has been filed.

14. Employer's Taxes. "**Employer's Taxes**" means the amount of applicable employer-side payroll taxes that Defendant has to pay on the portion of the Individual Settlement Payments designated as wages. Employer's Taxes will be paid in addition to the Gross Settlement Amount. The exact amount of Employer's Taxes will be calculated by the Settlement Administrator.

15. Enhancement Award. "**Enhancement Award**" means the amount the Court authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in recognition of her efforts and work in prosecution of the Action, up to $7,500.00.

16. Final Hearing Date. "**Final Hearing Date**" means the date set by the Court for the hearing on final approval of the Settlement.

17. Final Order and Judgment. "**Final Order and Judgment**" means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will

submit to the Court with the motion for final approval of the Settlement.

18. Gross Settlement Amount. "**Gross Settlement Amount**" means the total settlement payment Defendant has agreed to make under this Agreement. ~~The Gross Settlement Amount is $900,000.00.~~The Gross Settlement Amount is $991,890.00, based on the Escalator Clause in Paragraph 58 (an increase to the original PAGA Amount from $90,000.00, to $181,890.00), which resulted in an overall increase to the original Gross Settlement Amount of $91,890 (from $900,000.00 to $991,890.00).

19. Individual PAGA Payment. "**Individual PAGA Payment**" means a payment to an Aggrieved Employee of the employee's *pro rata* share of the PAGA Payment as set forth in this Agreement.

20. Individual Settlement Payment. "**Individual Settlement Payment**" means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment to the extent an employee is eligible.

21. LWDA Notices. "**LWDA Notices**" means PAGA Notice Letters sent by Plaintiff to the Labor and Workforce Development Agency ("**LWDA**") pursuant to Labor Code section 2699.3 on or about August 15, 2023, and the Supplemental PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about May 23, 2024.

22. LWDA Payment. "**LWDA Payment**" means 75% of the PAGA Amount~~-~~, which will be paid to the LWDA (a payment of $~~67,500.00~~136,417.50).

23. Named Plaintiff or Plaintiff. "**Named Plaintiff**" or "Plaintiff" means Josefina Zavala.

24. Notice Packet. "**Notice Packet**" means the Class Notice, Request for Exclusion Form, and Workweek Dispute Form.

25. Notice Period. "**Notice Period**" means the time period commencing on the date the Notice Packet is mailed to Class Members and ending 45 days thereafter unless a notice is re-mailed to a Class Member, in which case, the Notice Period shall end either 45 days after mailing or 15 days after re-mailing, whichever is later.

26. Net Class Settlement Amount. "**Net Class Settlement Amount**" means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

27. Operative Complaint. "**Operative Complaint**" means the Second Amended Class Action Complaint filed in the Action on August 23, 2024.

28. PAGA Amount. "**PAGA Amount**" means the amount of $~~90,000~~181,890.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount ($~~67,500.00~~136,417.50) will be paid to the LWDA as the LWDA Payment, and the remaining 25% ($~~22,500.00~~45,472.50) will be allocated to the Aggrieved Employees as the PAGA Payment.

29. PAGA Payment. "**PAGA Payment**" means 25% of the PAGA Amount, which will paid to the Aggrieved Employees (a payment of $~~22,500.00~~45,472.50).

30. PAGA Period. "**PAGA Period**" refers to the period that begins on February 7, 2023, and which ends on August 30, 2025.

31. Parties. "**Parties**" means the Defendant and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a "**Party**."

32. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; "**Settlement Class**" means a class of all Participating Class Members.

33. Participating Class Member Payment. "**Participating Class Member Payment**" means a payment to a Participating Class Member of the employee's *pro rata* share of the Net Class Settlement Amount as set forth in this Agreement.

34. Pipeline Entities. "**Pipeline Entities"** means all of the following entities, which are related to Pipeline and named as defendants in the Action: CPH Hospital Management, LLC, d/b/a Coast Plaza Hospital ("**CPH**"); Gardena Hospital, LP, d/b/a Memorial Hospital of Gardena

("**MHG**"); CHHP Management, LLC, d/b/a Community Hospital of Huntington Park ("**CHHP**"); ELADH, LP, d/b/a East Los Angeles Doctors Hospital ("**ELA**"); Avanti Hospitals, LLC ("**AH**"); and Pipeline Health System, LLC ("**PHS**").

35. Preliminary Approval Order. "**Preliminary Approval Order**" means an order from the Court preliminarily approving this Settlement.

36. Released Class Claims. "**Released Class Claims**" means, for the duration of the Class Period, any and all claims against Defendants and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaint or that could have been alleged in the Operative Complaint based on such facts. Without limiting the foregoing, the Released Claims include claims for alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246–249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in the Operative Complaint and related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Operative Complaint.

37. Released PAGA Claims. "Released **PAGA Claims**" means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq*.) that arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the LWDA Notices based on such facts. Without limiting the foregoing, the PAGA Claims include claims premised on alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting

time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246-249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in the LWDA Notices; and related violations of the applicable California Wage Orders. The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations.

38. Released Parties. "**Released Parties**" means and includes Defendant, the Pipeline Entities and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, and representatives.

39. Settlement Administration Costs. "**Settlement Administration Costs**" means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

40. Settlement Administrator. "**Settlement Administrator**" means CPT Group, Inc. or such other third-party administrator chosen by the Parties and approved by the Court.

41. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

42. Workweek Dispute Form. "**Workweek Dispute Form**" means the Workweek Dispute Form, attached as **Exhibit B** to this Agreement, or a substantially similar notice approved by the Court.

RECITALS

43. On August 15, 2023, Named Plaintiff Josefina Zavala submitted a PAGA Notice to the LWDA alleging various Labor Code violations by CPH and Pipeline Health, LLC.

44. On August 16, 2023, Named Plaintiff filed a class action Complaint against

Defendants CPH and Pipeline Health, LLC in a case styled *Josefina Zavala v. CPH Hospital Management, LLC*, Los Angeles County Superior Court Case No. 23STCV19561. The Complaint alleged various wage-and-hour violations by CPH and Pipeline Health, LLC, including: (1) minimum wage violations, (2) overtime violations, (3) meal period violations, (4) rest period violations, (5) derivative wage statement violations, (6) derivative waiting time violations, and (6) unfair competition law violations.

45. On November 6, 2023, Named Plaintiff filed a First Amended Complaint ("**FAC**") in the Action. The FAC alleged the same claims as the original complaint, added Pipeline as a Defendant, and added an additional PAGA cause of action which sought civil penalties for alleged violations, including (1) minimum wage violations, (2) overtime violations, (3) meal period violations, (4) rest period violations, (5) derivative wage statement violations, and (6) derivative waiting time violations.

46. On March 20, 2024, the Parties participated in mediation with Lisa Klerman of the Mediation Office of Lisa Klerman (the "**Mediator**"), a respected mediator of complex wage-and-hour actions. The Parties, with the assistance of the Mediator's evaluations and with the help of the Mediator's proposal, reached the settlement that is memorialized in this Agreement.

47. On May 23, 2024, Named Plaintiff submitted a supplemental PAGA Notice to the LWDA regarding additional alleged wage and hour violations that she and her counsel claim to have uncovered during the course of the litigation.

48. On or about August 23, 2024, which is more than 65 days after May 23, 2024, Named Plaintiff, pursuant to a joint stipulation with Defendants, filed a Second Amended Complaint, which added MHG, CHHP, ELA, AH, and PHS as Defendants in this Action and added claims for alleged violations by Defendants that she and her counsel claim to have uncovered during the course of the litigation. The Second Amended Complaint is the Operative Complaint.

49. Defendant denies that the Pipeline Entities engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendant further denies that there is any liability of any kind associated with the claims alleged in the Action. Defendant contends that the Pipeline Entities have complied with both

federal and state wage-and-hour laws, and all other laws regulating their relationships with the Class Members and the Aggrieved Employees, including the Named Plaintiff.

50. Class Counsel has investigated the facts relating to the Action. Settlement discussions were conducted at arm's length during a full-day mediation with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Action. While Defendants specifically deny any liability in the Action, Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendant agree that the Action shall be and are finally and fully compromised and settled on the following terms and conditions:

51. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any

of the negotiations connected with it, shall be construed as an admission or concession by Defendants or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

52. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section 382, and (b) the Action may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Agreement in accordance with its terms. If the Court does not so approve this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the Parties intend this Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Agreement will be decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of the Settlement Administrator's fees, if any, in an equal amount.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement (without providing the Parties an opportunity to submit additional information to support the Settlement), or in the event that this Agreement shall terminate or the settlement embodied in this Agreement does not become effective for any reason, the Agreement and all

negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to the rights of the Named Plaintiff, Class Members, Aggrieved Employees, the State of California, and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

53. Participating Class Members' Release Of Class Claims. Upon the funding of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

a. This release by the Named Plaintiff and each Participating Class Member is intended to settle any and all of the Released Class Claims that any of them may have against Defendants or any of the Released Parties during the Class Period.

b. Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims as to Participating Class Members, and such notice will have the same force and effect as if the Agreement were executed by each Class Member.

54. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiff, as the proxy for the State of California and all Aggrieved Employees (to the extent permitted by law), and on behalf of her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, forever completely release and discharge Defendants and each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a

release for any underlying Labor Code violations. The Aggrieved Employees and the State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants and/or any of the Released Parties for the Released PAGA Claims that arose during the PAGA Period, to the extent permissible by law.

55. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, the Named Plaintiff fully releases and discharges Defendants and the other Released Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims against Defendants and the Released Parties arising out of or relating to the Named Plaintiff's employment or the termination of her employment with Defendants and any other Released Party. This general release by the Named Plaintiff includes a waiver of Named Plaintiff's rights under Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

56. No Prior Assignments. The Named Plaintiff represents and warrants that she has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

57. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of ~~$900,000.00.~~991,890.00, based on the Escalator Clause in Paragraph 58 (an increase to the original PAGA Amount from $90,000.00, to 181,890.00), which resulted in an overall increase to the original Gross Settlement Amount of $91,890 (from $900,000.00 to $991,890.00). The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class

Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Awards to the Named Plaintiffs, the PAGA Amount, and Settlement Administration Fees and Costs. The Parties agree that if the Settlement is not approved, in whole or in part, because a court determines that the amount allocated to the PAGA Amount ($~~90,000~~181,890.00) should increase, the Net Class Settlement Amount shall decrease to account for any increase required for the PAGA Amount such that the Gross Settlement Amount does not exceed $~~900,000~~991,890.00. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendant shall not be required to pay any amount over $~~900,000~~991,890.00 for this Settlement, apart from the Employer's Taxes which will be paid in addition to the Gross Settlement Amount, and as set forth in Paragraph 58.

58. Settlement Escalator. The Settlement is based on the representation that there were no more than 88,000 workweeks during the period from February 7, 2023, through March 20, 2024. If the total number of workweeks during the Class Period and PAGA Period increases to a figure that is greater than 96,800 (i.e., 10% more than 88,000), Defendant will have the choice of: (a) paying a proportional increase in the original Gross Settlement Amount ($900,000.00) for each additional workweek over 96,800; (b) paying a proportional increase in the original PAGA Amount ($90,000.00) only for each additional workweek over 96,800, which will then be added to the original Gross Settlement Amount~~;~~ ($900,000.00); or (c) defining the end date of the Class Period and/or PAGA Period to May 11, 2024, which avoids incurring any pro-rata increase.

Defendant has chosen option 58(b), which means that the Class Period end date is May 11, 2024, and the PAGA Period end date is August 30, 2025. Pursuant to this escalator clause, the original PAGA Amount will increase by an estimated $~~97,200~~91,890.00, bringing the ~~total~~ PAGA Amount to $~~187,200~~181,890.00, and thus increasing the Gross Settlement to $991,890.00.

59. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third (33 and 1/3%) of the Gross Settlement Amount, which, ~~unless escalated~~after the escalation pursuant to

Paragraph 58 of this Agreement, equals $~~300,000~~330,630.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of $37,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph (59.a). Except as provided in this Paragraph (59.a), each party will bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of Net Class Settlement Amount for the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administration Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration Costs, currently estimated at $21,000. These costs are included in, and shall come from, the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $21,000, the difference shall be added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed $21,000 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

c. Named Plaintiff Enhancement Award: At the final approval hearing, Class Counsel will apply to the Court for an award of up to $7,500.00 to the Named Plaintiff as an Enhancement Award for her services and for assuming the risks associated with this litigation and for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such application. The Enhancement Award is included in, and shall come from, the Gross Settlement Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 59.e, below. If the Court awards less than the amount requested, any amount not awarded will be part of the Net Class Settlement Amount for distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Amount: At the final approval hearing, Class Counsel will apply to the Court for approval of the PAGA Amount of $~~90,000~~181,890.00 for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(*l*)(2). The Parties agree that 75% of the PAGA Amount ($~~67,500.00~~136,417.50) will be paid to the LWDA as the LWDA Payment, and the remaining 25% ($~~22,500.00~~45,472.50) will be allocated to the Aggrieved Employees as the PAGA Payment. The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 59.e. This is described further in subparagraph e.ii below. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph 59.d and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) be bound by the PAGA Settlement and release all Released PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) the Participating Class Member Payment; and (ii) the Individual PAGA Payment.

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 59.a-d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount (*i.e.*, the Net Class Settlement Amount). Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of workweeks worked by each Participating Class Member in a non-exempt position during the Class Period. All Class Members will be deemed to have worked during at least one workweek during the Class Period. Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's workweeks worked in a non-exempt position by the total number of workweeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of workweeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the

Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA Payment~~, as set forth in Paragraph 59.d (the Individual PAGA Payment).~~ (the Individual PAGA Payment). Individual PAGA Payments will be calculated from the PAGA Payment based on the respective number of workweeks worked by each Aggrieved Employee in a non-exempt position during the PAGA Period. All Aggrieved Employee will be deemed to have worked during at least one workweek during the Class Period. Each Aggrieved Employee's share of the PAGA Payment will be calculated by dividing the Aggrieved Employee's workweeks worked in a non-exempt position by the total number of workweeks worked by all Aggrieved Employee in a non-exempt position during the PAGA Period and multiplying this figure by the PAGA Payment. The Class Notice will include the number of workweeks that the Aggrieved Employee worked during the PAGA Period and the amount the Aggrieved Employee is estimated to receive under the terms of the Settlement.

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments (including the Participating Class Member Payments and Individual PAGA Payments) does not mean that all of the elements of damages, restitution, and penalties alleged in the Actions are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 59.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that, under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in Paragraph 58, under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of the Action.

60. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

61. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be

solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 66) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq*. of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the "**Administrator**" of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

d. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, including Named Plaintiff, such Class Member or Aggrieved Employee assumes all responsibility for the payment of such taxes.

62. Notice Procedure. Within 20 business days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members that identifies each Class Member by name, Social Security Number, and last-known address; and specifies the number of workweeks worked by each Class Member in a non-exempt position during the Class Period and the PAGA Period (the "**Class List**"). Defendant will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within 14 calendar days after receipt

of the Class List from Defendant, the Settlement Administrator will send the Notice Packet to each Class Member via First Class U.S. Mail. Receipt of the Notice Packet shall be presumed as to each and every Class Member whose Notice Packet is not returned to the Settlement Administrator as undeliverable within 14 calendar days after mailing.

b. The Settlement Administrator will re-mail any Notice Packet returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed Notice Packet is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-mailing, received the Notice Packet. Class Members who receive a re-mailed Notice Packet shall have either 45 days from the original mailing or 15 days from the re-mailing, whichever is later, to object, opt out, or dispute the workweeks attributed to the Class Member.

c. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Notice Packet to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Notice Packet was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

63. Dispute Procedure. The Notice Packet will include a procedure by which a Class Member may dispute the number of workweeks allocated to the Class Member by submitting a valid Workweek Dispute Form, which is attached to this Agreement as Exhibit B, via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period. To be valid, a Workweek Dispute Form must contain the following: (i) the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) the number of workweeks the Class Member maintains is correct; (iv) documentary evidence sufficient to prove that Defendant's calculation of the workweeks for the Class Member is incorrect, if any; and (v) be returned so that it is postmarked on or before the expiration of the Notice Period. Upon receipt of notice of a

Workweek Dispute Form, the Settlement Administrator shall promptly serve Defendants' Counsel with a copy of the Workweek Dispute Form and any accompanying papers. Defendants' Counsel will inform Class Counsel of any such dispute. No Workweek Dispute Form shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendant shall have the right to respond to the Workweek Dispute Form by any Class Member. The Settlement Administrator will resolve the Workweek Dispute Form and make a final and binding determination without hearing or right of appeal.

a. Within 14 calendar days after the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not include the names or contact information of Participating Class Members and Aggrieved Employees.

64. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including the release of the Released Claims that arose during the Class Period. A Class Member will not be entitled to opt out of the settlement established by this Agreement unless the Class Member submits a valid request for exclusion form ("**Request for Exclusion Form**") via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period. A valid Request for Exclusion Form must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opts out of the Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

a. Upon receipt of any Request for Exclusion Form within the Notice Period, the Settlement Administrator shall review the Request for Exclusion Form to confirm that it complies with the opt-out requirements of this Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Request for Exclusion Form will be barred from opting out of this Agreement or the settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Request for Exclusion Form that is incomplete, it will make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator will not consider any Request for Exclusion Form postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for Defendant. It shall be presumed that if a Request for Exclusion Form is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of a Request for Exclusion Form on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Request for Exclusion Form was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who submitted valid and timely Request for Exclusion Forms to the Parties and include this information in a Declaration regarding the distribution of the notice that will be provided in support of Plaintiff's Motion for Final Approval.

d. If 10% or more Class Members submit valid and timely Request for Exclusion Forms, Defendant will have the sole and absolute discretion to withdraw from this Agreement within 10 business days after Defendant receives notice from the Settlement Administrator that a sufficient number of valid and timely Requests for Exclusion Forms have been received by the Settlement Administrator such that the 10% threshold is met or exceeded. Defendant will provide written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If Defendant chooses to terminate this

Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred through the date they void the Settlement Agreement. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement Administrator's fees and costs.

65. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and Defendants' Counsel) by the close of the Notice Period. Class Counsel will ensure that any written objections are filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Class Member or the Class Member's legally-authorized representative.

b. Class Counsel or Defendants' Counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 64, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendants and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order.

d. In the event that any person objects to or opposes this proposed settlement or

the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement.

e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid. A Class Member may not object to the PAGA portion of the Settlement.

66. Funding And Distribution Of Settlement.

a. Within 10 calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendants' Counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement; the total amount payable to all Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the appropriate applicable Employer's Taxes for any portion of the Individual Settlement Payments designated as wages.

b. On the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Gross Settlement Amount, and (ii) the Employer's Taxes for any portion of the Individual Settlement Payments designated as wages (collectively, "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendant under this Agreement, unless anything further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees, the State of California, or Class Counsel under this Agreement, in connection with the claims released herein, regardless of whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than 10 business days after receipt of the Settlement Fund from Defendant ("**Settlement Proceeds Distribution Deadline**"). The Settlement

Administrator shall be deemed to have timely distributed Individual Settlement Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendants, Class Counsel, Defendants' Counsel, or any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the Enhancement Award shall occur no later than 10 business days after the Settlement Administrator receives the Settlement Fund from Defendant.

e. If a Participating Class Member's or Aggrieved Employee's check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transferred to Court Appointed Special Advocates ("**CASA**") of Los Angeles as a cy pres recipient.

f. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective Date of the Agreement.

g. Within 60 calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendants' Counsel.

67. Binding Effect Of Agreement On Class Members. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Participating Class Members will be bound by this Agreement.

68. Binding Effect Of Agreement On Aggrieved Employees and State of California. The

Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants or any of the Released Parties for any of the Released PAGA Claims and to be bound by the release of the Released PAGA Claims during the PAGA Period as set forth in this Agreement.

69. Provisional Approval Of Settlement. Named Plaintiff and Class Counsel will file a motion in the Action requesting that the Court enter the Preliminary Approval Order shortly after complete execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendants' Counsel at least 3 business days to review, and provide comments to, the draft motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants dispute any of the factual statements concerning the claims at issue included by the Named Plaintiff in the motion and supporting papers. Defendants' Counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

70. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit Request for Exclusion Forms or objections to the settlement or to appeal from the Final Order or Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

71. Final Order and Judgment. The Named Plaintiff will request that the Court enter, after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the Participating Class Members release the Released Parties from the Released Class Claims; order

that the Aggrieved Employees and the State of California release the Released Parties from the Released PAGA Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to carry out the provisions of this Agreement.

72. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the settlement set forth in this Agreement does not become final, the settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise.

73. Discovery. All discovery and discovery-related motions in the Actions are indefinitely stayed.

74. No Double Recovery. No person who, as of August 2, 2024, has already released, assigned, or otherwise forfeited the claims asserted in the Action will be considered a Class Member or be entitled to recover under this Agreement. Such persons will be excluded from the Class List.

75. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the Court, Class Members, or those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this Paragraph 75 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on any website (including, without limitation, publishing on any Twitter account, Facebook, other social media, or blog, or business website) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to legal periodicals and publications such as "Jury Verdicts," "Verdicts & Settlements" or any other publication that summarizes the results of jury verdicts and settlements; or (iii) the public at large, without the advance written consent of Defendants.

a. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of this Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the California LWDA.

b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by this Agreement, including the Judgment entered by the Court.

c. The Named Plaintiff and Class Counsel agree that all data and information informally produced by Defendants in connection with the settlement of this Action will be maintained in confidence, and will not be shared with any other persons or entities.

76. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 75 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, Aggrieved Employees, the State of California, to Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith and involve the Mediator as necessary before exercising such right.

77. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement and approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

78. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator and,

if still unable to resolve their dispute, the Court.

79. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

FRONTIER LAW CENTER
Adam Rose, Esq.
Manny Starr, Esq.
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433

COUNSEL FOR DEFENDANT

RUTAN & TUCKER, LLP
Maria Z. Stearns, Esq.
Peter Hering, Esq.
K. Bartlett Jordan, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

80. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

81. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the Released PAGA Claims, and the Released Class Claims against

Defendants and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

82. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

83. Captions. The captions, section numbers, and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

84. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

85. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

86. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

87. Representation and Warranties. Class Counsel and the Named Plaintiff represent and warrant to Defendants that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this Agreement.

88. Authorization to Act. Each Party to this Agreement covenants and warrants that (a)

such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

89. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named Plaintiff as provided by this Agreement.

90. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

91. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

92. No Reliance on Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements

have been made to any Party concerning this Agreement.

93. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Notice Packet after the Final Order and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

[SIGNATURE PAGE TO FOLLOW]

IT IS SO AGREED:

Dated: ~~August~~October ___, 2025

PLAINTIFF JOSEFINA ZAVALA

_____
Plaintiff Josefina Zavala

Dated: ~~August~~October ___, 2025

DEFENDANT PIPELINE HEALTH SYSTEM HOLDINGS, LLC

_____
By:_____
Its:_____

APPROVED AS TO FORM AND CONTENT

Dated: ~~August~~October ___, 2025

RUTAN & TUCKER, LLP
MARIA Z. STEARNS
PETER HERING
K. BARTLETT JORDAN

By: _____
Maria Z. Stearns
Attorneys for Defendants

APPROVED AS TO FORM AND CONTENT AND AGREE TO BE BOUND BY PARAGRAPH 75:

Dated: ~~August~~October ___, 2025

FRONTIER LAW CENTER
ADAM ROSE
MANNY STARR

By: _____
Adam Rose
Attorneys for Plaintiff
JOSEFINA ZAVALA, and all others similarly situated

Exhibit C

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

Josefina Zavala v. CPH Hospital Management, LLC, et. al., Los Angeles Superior Court Case Number 23STCV19561

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

You may be eligible to receive money from an employee class action lawsuit ("**Action**") against Pipeline Health System Holdings, LLC ("**Pipeline**"), and certain of its subsidiaries and affiliates, specifically, CPH Hospital Management, LLC, d/b/a Coast Plaza Hospital; Gardena Hospital, LP, d/b/a Memorial Hospital of Gardena; CHHP Management, LLC, d/b/a Community Hospital of Huntington Park; ELADH, LP, d/b/a East Los Angeles Doctors Hospital; Avanti Hospitals, LLC; and Pipeline Health System, LLC (the "**Pipeline Entities**"), for alleged wage and hour violations. The Action was filed by employee Josefina Zavala ("**Plaintiff**") and seeks payment of (1) back wages and other relief for a class of nonexempt employees ("**Class Members**") who worked for the Pipeline Entities from February 7, 2023, to the May 11, 2024 (the "**Class Period**"); and (2) penalties under the Private Attorneys General Act ("**PAGA**") for all nonexempt employees ("**Aggrieved Employees**") who worked for the Pipeline Entities from February 7, 2023, to the August 30, 2025 (the "**PAGA Period**").

The proposed settlement has two main parts: (1) a class settlement (the "**Class Settlement**") requiring Pipeline to fund individual class payments (the "**Individual Class Payments")**, and (2) a PAGA settlement (the "**PAGA Settlement**") requiring Pipeline to fund individual PAGA payments (the "**Individual PAGA Payments**") and pay penalties to the California Labor and Workforce Development Agency ("**LWDA**") (collectively, the "**Settlement**").

Based on the Pipeline Entities' records and the parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on the Pipeline Entities' records showing that **you worked _____ workweeks** during the Class Period and that **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or during the PAGA Period, 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 Plaintiff and Plaintiff's attorneys ("**Class Counsel**"). The Court will also decide whether to enter a judgment that requires Pipeline to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Pipeline Entities.

If you worked for the Pipeline Entities during the Class Period and/or the 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 Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Pipeline and the Pipeline Entities.

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

The Pipeline Entities 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 Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims and PAGA claims against Pipeline and the Pipeline Entities that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion (defined below). Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Pipeline must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA 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 Class Settlement, but not the PAGA Settlement. The Court's decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff 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, by telephone 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 Workweeks. **Written Challenges Must be Submitted by _____.**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period workweeks you worked according to the Pipeline Entities' 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?

Plaintiff is an employee who worked at one of the Pipeline Entities. The Action accuses Pipeline and the Pipeline Entities of violating California labor laws by failing to pay all wages due, including overtime wages, minimum wages, reporting time, vested vacation at termination, wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks, paid sick leave; one day's rest in seven, and accurate itemized wage statements. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Frontier Law Center ("Class Counsel").

Pipeline and the Pipeline Entities strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

The Court has not made any determination as to whether Pipeline and the Pipeline Entities or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Pipeline hired Lisa Klerman, 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, Plaintiff and Pipeline 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, neither Pipeline nor the Pipeline Entities admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Pipeline 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 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?

A. Pipeline Will Pay $991,890.00 as the Gross Settlement Amount ("**Gross Settlement Amount**"). Pipeline has agreed to deposit the Gross Settlement Amount into an account controlled by the administrator of the Settlement (the "**Administrator**"). The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Award, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Pipeline will fund the Gross Settlement on the day the Judgment entered by the Court becomes final.

   The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:

   i. Up to $330,630 [one-third of the Gross Settlement Amount] to Class Counsel for attorneys' fees and up to $37,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $7,500 for the Plaintiff for filing the Action, working with Class Counsel and representing the Class (the "**Class Representative Award**"). A Class

Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

iii. Up to $21,000.00 to the Administrator for services administering the Settlement.

iv. Up to $181,890 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% ($136,417.50) to the LWDA Payment and 25% ($45,472.50) will be allocated to the Aggrieved Employees (the "**PAGA Payment**").

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

C. Net Class 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 Class Settlement Amount**") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Pipeline are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("**Wage Portion**") and 80% to penalties and interest ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pipeline will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Pipeline 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.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual 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 transferred to Court Appointed Special Advocates ("**CASA**") of Los Angeles as a cy pres recipient. The cy pres recipient is typically nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent. CASA is a child advocacy program.

F. 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 ("**Request for Exclusion**"). The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Pipeline Entities.

   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 PAGA Payments and are required to give up their right to assert PAGA claims against the Pipeline Entities based on the PAGA Period facts alleged in the Action.

G. 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 enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Pipeline have agreed that, in either case, the Settlement will be void: Pipeline will not pay any money and Class Members will not release any claims against the Pipeline Entities.

H. Administrator. The Court has appointed a neutral company, CPT Group, as 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 workweeks, mail and remail 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.

I. Participating Class Members' Release. After the Judgment is final and Pipeline 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 the Pipeline Entities or related entities for wages based on the Class Period facts and PAGA penalties based on 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 shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

"**Released Parties**" means and includes Pipeline, the Pipeline Entities and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, and representatives.

"**Released Class Claims**" means, for the duration of the Class Period, any and all claims against Pipeline, the Pipeline Entities, and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaint or that could have been alleged in the Operative Complaint based on such facts. Without limiting the foregoing, the Released Claims include claims for alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246–249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in Operative Complaint; and related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Operative Complaint.

J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Pipeline has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Pipeline and the Pipeline Entities, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, 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 the Pipeline Entities or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

"**Released PAGA Claims**" means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq*.) that arise from these facts, matters, transactions or occurrences alleged, or that could have been alleged, in the LWDA Notices based

on such facts. Without limiting the foregoing, the PAGA Claims include claims premised on alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246-249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in the LWDA Notices; and related violations of the applicable California Wage Orders. The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing PAGA Payment ($22,500.00) by the total number of PAGA workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period workweeks worked by each individual Aggrieved Employee.

C. Workweek Challenges. The number of Class workweeks you worked during the Class Period and the number of PAGA workweeks you worked during the PAGA Period, as recorded in the Pipeline Entities' records, are stated in the first page of this Notice. You have until _____ to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending the attached Workweek Dispute Form 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 pay stubs or other records. The Administrator will accept the Pipeline Entities' calculation of workweeks based on the Pipeline Entities' 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 workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Pipeline Entities' Counsel. The Administrator's decision is final. You can't 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, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check 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 Request for Exclusion to the Administrator. To be valid, your Request for Exclusion must: (i) contain your full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. You must make the request yourself. 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 Plaintiff and Pipeline are asking the Court to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or Plaintiff 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 Plaintiff is requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website, www.lacourt.org.

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 Class Representative Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____**. Written objections to the Settlement must contain at least the following: (i) your full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which your objection is based; and (v) a statement of

whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by you or your legally-authorized representative. 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 don't have to, attend the Final Approval Hearing on _____ at _____ in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.cptgroup.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Pipeline 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 court website at www.lacourt.org. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:
Name of Attorney: Adam Rose
Email Address: eservice@frontierlawcenter.com
Name of Firm: Frontier Law Center
Mailing Address: 23901 Calabasas Rd., #1084, Calabasas, CA 91302
Telephone: (818) 914-3433

Administrator:
Name of Company: CPT Group
Email Address: info@cptgroup.com
Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: (800) 542-0900
Fax Number: (949) 419-3446

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 will no longer receive a replacement check.

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.

Exhibit D

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

Josefina Zavala v. CPH Hospital Management, LLC, et. al., Los Angeles Superior Court Case Number 23STCV19561

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

You may be eligible to receive money from an employee class action lawsuit ("**Action**") against Pipeline Health System Holdings, LLC ("**Pipeline**"), and certain of its subsidiaries and affiliates, specifically, CPH Hospital Management, LLC, d/b/a Coast Plaza Hospital; Gardena Hospital, LP, d/b/a Memorial Hospital of Gardena; CHHP Management, LLC, d/b/a Community Hospital of Huntington Park; ELADH, LP, d/b/a East Los Angeles Doctors Hospital; Avanti Hospitals, LLC; and Pipeline Health System, LLC (the "**Pipeline Entities**"), for alleged wage and hour violations. The Action was filed by employee Josefina Zavala ("**Plaintiff**") and seeks payment of (1) back wages and other relief for a class of nonexempt employees ("**Class Members**") who worked for the Pipeline Entities from February 7, 2023, to the May 11, 2024 (the "**Class Period**"); and (2) penalties under the Private Attorneys General Act ("**PAGA**") for all nonexempt employees ("**Aggrieved Employees**") who worked for the Pipeline Entities from February 7, 2023, to the August 30, 2025 (the "**PAGA Period**").

The proposed settlement has two main parts: (1) a class settlement (the "**Class Settlement**") requiring Pipeline to fund individual class payments (the "**Individual Class Payments")**, and (2) a PAGA settlement (the "**PAGA Settlement**") requiring Pipeline to fund individual PAGA payments (the "**Individual PAGA Payments**") and pay penalties to the California Labor and Workforce Development Agency ("**LWDA**") (collectively, the "**Settlement**").

Based on the Pipeline Entities' records and the parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on the Pipeline Entities' records showing that **you worked _____ workweeks** during the Class Period and that **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or during the PAGA Period, 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 Plaintiff and Plaintiff's attorneys ("**Class Counsel**"). The Court will also decide whether to enter a judgment that requires Pipeline to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Pipeline Entities.

If you worked for the Pipeline Entities during the Class Period and/or the 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 Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Pipeline and the Pipeline Entities.

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

The Pipeline Entities 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 Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims and PAGA claims against Pipeline and the Pipeline Entities that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion (defined below). Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Pipeline must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA 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 Class Settlement, but not the PAGA Settlement. The Court's decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff 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, by telephone 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 Workweeks. **Written Challenges Must be Submitted by _____.**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period workweeks you worked according to the Pipeline Entities' 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?

Plaintiff is an employee who worked at one of the Pipeline Entities. The Action accuses Pipeline and the Pipeline Entities of violating California labor laws by failing to pay all wages due, including overtime wages, minimum wages, reporting time, vested vacation at termination, wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks, paid sick leave; one day's rest in seven, and accurate itemized wage statements. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Frontier Law Center ("Class Counsel").

Pipeline and the Pipeline Entities strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

The Court has not made any determination as to whether Pipeline and the Pipeline Entities or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Pipeline hired Lisa Klerman, 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, Plaintiff and Pipeline 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, neither Pipeline nor the Pipeline Entities admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Pipeline 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 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?

A. Pipeline Will Pay $991,890.00 as the Gross Settlement Amount ("**Gross Settlement Amount**"). Pipeline has agreed to deposit the Gross Settlement Amount into an account controlled by the administrator of the Settlement (the "**Administrator**"). The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Award, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Pipeline will fund the Gross Settlement on the day the Judgment entered by the Court becomes final.

   The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:

   i. Up to $330,630 [one-third of the Gross Settlement Amount] to Class Counsel for attorneys' fees and up to $37,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $7,500 for the Plaintiff for filing the Action, working with Class Counsel and representing the Class (the "**Class Representative Award**"). A Class

Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

iii. Up to $21,000.00 to the Administrator for services administering the Settlement.

iv. Up to $181,890 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% ($136,417.50) to the LWDA Payment and 25% ($45,472.50) will be allocated to the Aggrieved Employees (the "**PAGA Payment**").

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

C. Net Class 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 Class Settlement Amount**") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Pipeline are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("**Wage Portion**") and 80% to penalties and interest ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pipeline will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Pipeline 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.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual 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 transferred to Court Appointed Special Advocates ("**CASA**") of Los Angeles as a cy pres recipient. The cy pres recipient is typically nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent. CASA is a child advocacy program.

F. 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 ("**Request for Exclusion**"). The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Pipeline Entities.

   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 PAGA Payments and are required to give up their right to assert PAGA claims against the Pipeline Entities based on the PAGA Period facts alleged in the Action.

G. 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 enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Pipeline have agreed that, in either case, the Settlement will be void: Pipeline will not pay any money and Class Members will not release any claims against the Pipeline Entities.

H. Administrator. The Court has appointed a neutral company, CPT Group, as 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 workweeks, mail and remail 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.

I. Participating Class Members' Release. After the Judgment is final and Pipeline 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 the Pipeline Entities or related entities for wages based on the Class Period facts and PAGA penalties based on 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 shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

"**Released Parties**" means and includes Pipeline, the Pipeline Entities and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, and representatives.

"**Released Class Claims**" means, for the duration of the Class Period, any and all claims against Pipeline, the Pipeline Entities, and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaint or that could have been alleged in the Operative Complaint based on such facts. Without limiting the foregoing, the Released Claims include claims for alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246–249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in Operative Complaint; and related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Operative Complaint.

J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Pipeline has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Pipeline and the Pipeline Entities, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, 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 the Pipeline Entities or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

"**Released PAGA Claims**" means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq*.) that arise from thse facts, matters, transactions or occurrences alleged, or that could have been alleged, in the LWDA Notices based on such facts.

Without limiting the foregoing, the PAGA Claims include claims premised on alleged failures to: pay overtime; pay minimum wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; provide one day's rest in seven; pay reporting time; pay vested vacation time at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; claims for violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 223, 226, 226.3, 226.7, 227.3, 246-249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, and 2802, in connection with the allegations in the LWDA Notices; and related violations of the applicable California Wage Orders. The Released PAGA Claims only include a release of claims for PAGA penalties; they do not include a release for any underlying Labor Code violations.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing PAGA Payment ($22,500.00) by the total number of PAGA workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period workweeks worked by each individual Aggrieved Employee.

C. Workweek Challenges. The number of Class workweeks you worked during the Class Period and the number of PAGA workweeks you worked during the PAGA Period, as recorded in the Pipeline Entities' records, are stated in the first page of this Notice. You have until _____ to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending the attached Workweek Dispute Form 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 pay stubs or other records. The Administrator will accept the Pipeline Entities' calculation of workweeks based on the Pipeline Entities' 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 workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Pipeline Entities' Counsel. The Administrator's decision is final. You can't 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, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check 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 Request for Exclusion to the Administrator. To be valid, your Request for Exclusion must: (i) contain your full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. You must make the request yourself. 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 Plaintiff and Pipeline are asking the Court to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or Plaintiff 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 Plaintiff is requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website, www.lacourt.org.

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 Class Representative Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____**. Written objections to the Settlement must contain at least the following: (i) your full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which your objection is based; and (v) a statement of

whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by you or your legally-authorized representative. 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 don't have to, attend the Final Approval Hearing on _____ at _____ in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.cptgroup.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Pipeline 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 court website at www.lacourt.org. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:
Name of Attorney: Adam Rose
Email Address: eservice@frontierlawcenter.com
Name of Firm: Frontier Law Center
Mailing Address: 23901 Calabasas Rd., #1084, Calabasas, CA 91302
Telephone: (818) 914-3433

Administrator:
Name of Company: CPT Group
Email Address: info@cptgroup.com
Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: (800) 542-0900
Fax Number: (949) 419-3446

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11. WHAT IF I CHANGE MY ADDRESS?

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