

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Angelica Leyva and Plaintiff Michelle Delarosa (“Plaintiffs”), on behalf of themselves, the Class, the State of California, and Aggrieved Employees, and Defendant Community Health Centers of America (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action(s)” means Plaintiffs’ lawsuits alleging wage and hour violations against Defendant: *Angelica Leyva v. Community Health Centers of America*, Merced County Superior Court Case No. 23CV03293 (“Leyva Class Action”); *Angelica Leyva v. Community Health Centers of America*, Merced County Superior Court Case No. 23CV-04373 (“Leyva PAGA Action”); *Michelle Delarosa v. Community Health Centers of America*, Stanislaus County Superior Court Case No. CV-23-005767 (“Delarosa Class Action”) (collectively, the “Actions”).
2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted by Apex of \$6,750.00.
4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
5. “Class” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.
6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, Vedang Patel, and Brian Zaghi of Bibiyan Law Group, P.C.; Emil Davtyan and Alvin B. Lindsay of D. Law, Inc.; David Yeremian of David Yeremian & Associates, Inc.; and, Peggy Reali and Walter Haines of United Employees Law Group, PC.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Class Counsel will request a fee award of \$150,000, which is one-third of the \$450,000 gross settlement amount. Class Counsel will request reimbursement of reasonably incurred litigation costs incurred by Class Counsel in connection with final approval.
8. “Class Data” means Class Members’ identifying information in Defendant’s possession, including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who

qualifies as an Aggrieved Employee).

10. “Class Member Address Search” or “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.
11. “Class Notice” means the Court approved NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement. The Class Notice shall be mailed to the Class Members in English and Spanish.
12. “Class Period” means the period from September 12, 2019, through October 27, 2025.
13. “Class Representatives” means Plaintiff Angelica Leyva and Michelle Delarosa seeking Court approval to serve as a class representative.
14. “Class Representative Service Payments” means the payments to the Class Representative for initiating the Action and providing services in support of the Action.
15. “Court” means the Superior Court of California, County of Merced.
16. “Defendant” means Community Health Centers of America.
17. “Defense Counsel” means Vincent R. Fisher, J. Cruz Zavala-Garcia, and Jannat Irshad of O’Hagan Meyer LLP.
18. “Effective Date” means the later of the following dates: (a) if no objection to the settlement is made, then no later than twenty-one (21) calendar days after service on Defense Counsel of the Court’s order in connection with Final Approval; (b) if an objection is made but no appeal filed, then no later than twenty-one (21) calendar days after the running of the appeal period; or (c) if an appeal is filed, then no later than twenty-one (21) calendar days after the final judgment becomes final and is no longer subject to appeal.
19. “Final Approval” or “Final Approval Order” means the Court’s order granting final approval of the Settlement.
20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
21. “Gross Settlement Amount” means \$450,000.00 (Four Hundred and Fifty Thousand Dollars) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.

22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to a portion of the PAGA Penalties.
26. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
27. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
29. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).
30. “PAGA Notice” means Plaintiff Leyva’s September 12, 2023, letter to Defendant and the LWDA, and Plaintiff Delarosa’s October 4, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3 subd. (a).
31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.
32. “PAGA Period” means the period from September 12, 2022, through October 27, 2025.
33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the Aggrieved Employees in settlement of PAGA claims.
34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. “Plaintiffs,” “Named Plaintiffs,” or “Class Representatives” means Angelica Leyva and Michelle Delarosa, the named Plaintiffs in the Action.

36. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.
37. "Preliminary Approval Hearing" means the Court's hearing on the Motion for Preliminary Approval of the Settlement.
38. "Released Class Claims" means the claims being released as described in Section E.2. below.
39. "Released PAGA Claims" means the claims being released as described in Section E.3. below.
40. "Released Parties" means Defendant's parent corporations, subsidiaries, divisions, affiliates, joint employers, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (collectively "Released Parties").
41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.
42. "Response Deadline" means thirty (30) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
43. "Settlement" means the disposition of the Action effected by this Settlement Agreement and Judgment.
44. "Workweek" means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

B. RECITALS.

1. On September 12, 2023, Plaintiff Leyva provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.
2. On September 12, 2023, Plaintiff Leyva commenced a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced (Case No. 23CV03293). The lawsuit alleged violations of: (a) Labor Code sections 510, 1194, and 1199 (failure to pay overtime wages); (b) Labor Code sections 1197 (failure to pay minimum wages); (c) Labor Code sections 512 (failure to provide meal periods); (d) Labor Code section 226.7 (failure to provide rest periods); (e) Labor Code sections 201, 202, and 203 (final wages not timely paid); (f) Labor Code section 226(a) (failure to provide accurate wage statements); (g)

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Labor Code sections 204 and 210(a) (failure to timely pay wages during employment); (h) Labor Code section 2802; (k) Labor code section 227.3; and (i) Business & Professions Code section 17200, *et seq.*

3. On November 28, 2023, Plaintiff Leyva filed a complaint seeking PAGA penalties in the Superior Court of California, County of Merced (Case No. 23CV-04373).
4. October 4, 2023, Plaintiff Delarosa provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions
5. On October 4, 2023, Plaintiff Delarosa filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Stanislaus (Case No.CV-23-005767). The lawsuit alleged violation of: (a) Labor Code sections 204, 1194(a), and 1197 (failure to pay minimum wages); (b) Labor Code sections 510 and 1194 (failure to pay overtime wages); (c) Labor Code sections 226.7 (failure to provide meal periods); (d) Labor Code section 226.7 (failure to provide rest periods); (e) Labor Code section 226(a); (f) Labor Code section 221; (g) Labor Code section 204; (h) Labor Code section 203; (i) Labor Code sections 1174 and 1174.5; (j) Labor Code sections 226 and 1198; (k) Labor Code section 2802; (l) Business & Professions Code section 17200, *et seq.*; and (m) Labor Code section 2698.
6. On January 4, 2024, Plaintiff Delarosa filed a First Amended Complaint to include a representative action arising under PAGA.
7. After engaging in informal discovery, investigations, and negotiation, on August 27, 2025, the Parties attended mediation with Gig Kyriacou, resulting in a settlement, subject to the Court's approval.
8. In line with the settlement on August 27, 2025, Plaintiff Delarosa shall dismiss her class action and PAGA action lawsuit without prejudice and Plaintiff Leyva shall file a First Amended Complaint to add Plaintiff Delarosa as an additional named Plaintiff.
9. Defendant denies the allegations, deny any failure to comply with governing law, and deny any and all liability for the causes of action alleged.
10. The Parties conducted significant investigation and discovery of the facts and law both before and after the Actions were filed. Defendant produced documents relating to the policies, practices, and procedures relevant to each of the claims presented and associated defenses, including, but not limited to, policies reflecting Defendant's expectations of timekeeping, payroll, hours worked, meal periods, rest periods, among other categories of records. As part of Defendant's production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

11. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affect by the Settlement.
12. The Court has not granted class certification.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant shall pay \$450,000.00 and no more as the Gross Settlement Amount. The Gross Settlement Amount expressly excludes the employer's share of taxes ("Employer Taxes"). Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - a. Class Counsel. A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which, is currently estimated to be \$150,000.00 and a Class Counsel Litigation Expenses Payment as submitted by Class Counsel and approved by the Court in connection with final approval. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, hold Defendant harmless, and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these payments.
 - b. Plaintiffs. Class Representative Service Payment of \$10,000.00 to Plaintiff Leyva and \$10,000.00 to Plaintiff Delarosa. Defendant will not oppose the request for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form

1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- c. Administrator. Administration Expenses Payment to Apex of \$6,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment of less than \$6,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- d. LWDA and Aggrieved Employees. PAGA Penalties of \$40,000.00 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$30,000.00) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$10,000.00) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
 - i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$10,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.
- e. Participating Class Members. An Individual Class Payment is calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
 - i. Forty percent (40%) of Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Sixty percent (60%) of Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
 - ii. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 195 Class Members who worked a total of 8,536 Workweeks, and 183 Aggrieved Employees who worked a total of 4,702 PAGA Pay Periods.
2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date.
3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service (“USPS”) mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
 - c. For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Alliance for Children’s Rights, a recognized *cy pres*, in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

E. RELEASES OF CLAIMS. Upon the Court's final approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, Plaintiff, Class Members (except those who opt out), and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs and their former and present family members, executors, administrators, successors, attorneys, agents, representatives, heirs, administrators, successors, and assigns, fully and forever release and discharge the Released Parties of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, state or federal, whether known or unknown, suspected or unsuspected that Plaintiffs now own or hold or has at any time before this date owned or held against the Released Parties ("Plaintiffs' Release").
 - a. Plaintiffs' Release includes, but is not limited to, claims arising under the Labor Code, IWC Wage Orders, any and all claims that arose out of or are in any way connected with Plaintiffs' employments with or work for Released Parties or Plaintiffs' separation from Released Parties and that are related to or pertain to any law which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage, or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement. Plaintiffs' Release includes any other claims arising under any other statute, ordinance, rule, regulation, and all other claims, charges, damages, losses, demands and causes of action of any kind whatsoever, fixed or contingent, and whether known or unknown, suspected or unsuspected, which Plaintiffs now own or hold or have at any time before the date of this Agreement owned or held against the Released Parties.
 - b. Plaintiffs' Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree that Plaintiffs' Release shall remain effective in all respects, notwithstanding such different or additional facts or discovery of them.
 - c. Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Class Action Complaint and ascertained in the course of the Action and that occurred during the Class Period, including, but not limited to: (1) Unpaid Wages, (2) Meal Period Violations, (3) Failure to Provide Accurate Wage Statements, (4) Failure to Provide Accurate Wage Statements, (5) Waiting Time Penalty for Nonpayment of Wages, and (6) Failure to Indemnify Necessary Business Expenses under California Labor Code § 2802.. Except as set forth in Section E.3. of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
3. Release by Aggrieved Employees. Upon the Court's approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, Plaintiffs, State of California and all Aggrieved Employees, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release and become forever be barred from seeking civil penalties against Released Parties for any and all PAGA claims that were alleged, or that could have been alleged, based on the facts contained in the PAGA Complaint and PAGA Notice and that occurred during the PAGA Period. The PAGA release shall include resolution and release of PAGA claims for alleged violations of Cal. Lab. Code § 2802, which shall be effectuated for settlement purposes by Plaintiffs filing an amended LWDA notice and amended PAGA complaint thereafter, pursuant to PAGA.
4. Release by Class Counsel. Upon the Court's approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, Class Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys' fees, PAGA fees, and costs incurred in connection with the Action.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiffs' Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
 - a. Before or at the Preliminary Approval Hearing, Plaintiffs will submit an order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.
 - b. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to

be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.

- c. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - d. Defendant agrees that it will not oppose the Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Settlement Agreement.
2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
- a. No later than fourteen (14) calendar days after service on Defense Counsel of the Court's order in connection with grant of Preliminary Approval of the Settlement,

Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and remail the Class Notice to the most current address obtained.
- e. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe that they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or deadline dates in the Class Notice, whichever date is later.

5. Requests for Exclusion.

- a. Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline. Consistent with PAGA, there shall be no right to opt out of the PAGA portion of this settlement.

- b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- c. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
- d. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. of this Agreement regardless of whether they receive the Class Notice or object to the Settlement.
- e. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.

Notwithstanding any other provision, Defendant has the right, in the exercise of its sole discretion, to nullify the settlement if five percent (5%) or more of Class Members make a valid request to be excluded from the class settlement.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
- b. The Class Member may challenge the allocation of Workweeks and PAGA Pay Periods (if any) by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the

Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

- c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.
- b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- d. Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

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

- a. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
- b. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

- c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. The Administrator will also promptly review on a rolling basis the Requests for Exclusion to ascertain their validity.
- d. No later than sixteen (16) court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.
- e. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel are responsible for filing the Administrator's declaration in Court.

H. ESCALATOR CLAUSE. Based on its records, Defendant estimates that there are no more than 8,536 Workweeks worked during the Class Period and that there are no more than 4,702 PAGA Pay Periods during the PAGA Period. In the event that the number of Workweeks worked through the Class Period increases by more than ten percent (10%) or more than 9,390, then at Defendant's election either the: (1) Gross Settlement Amount shall increase proportionally by the Workweeks worked, in excess of 9,390 multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches, but does not exceed, 9,390. If it is determined that the number of PAGA Pay Periods through the PAGA Period increases by more than ten percent (10%) or more than 5,172 then, at Defendant's election, either the: (1) Gross Settlement Amount shall increase proportionally by the Pay Periods worked, in excess of 5,172 multiplied by the Pay Period Value; or (2) the PAGA Pay Period shall end on the date the number of Pay Periods reaches, but does not exceed, 5,172.

I. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement, Final Approval Order, and Judgment.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.
3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.
5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

6. Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

J. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement), directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communication with Class Members in accordance with Class Counsel's ethical obligations owed to the Class
2. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly
3. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class

Counsel for the return, rather than the destructions, of Class Data.

4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendant to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
6. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to the Class.
7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement
8. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
10. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party

was the drafter or participated in the drafting.

13. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. No party shall issue any press release or otherwise publicize the settlement except: (a) to the extent required with the court-approval processes (b) any reporting, accounting, or other obligation Defendant has as part of their normal course of business
15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alvin B. Lindsay (SBN 220236)
D.LAW, INC.
250 N. Madison Ave, 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
a.lindsay@d.law

David Yeremian
David Yeremian & Associates, Inc.
250 N. Madison Ave, 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
david@yeremianlaw.com

To Defendant:

Vincent R. Fisher
Jose Cruz Zavala-Garcia
Jannat Irshad
O'Hagan Meyer LLP
One Embarcadero Center, Suite 2100
San Francisco, California 94111 (Tel)
(415) 578-6900
(Fax) (415) 578-6910
vfisher@ohaganmeyer.com
czavala@ohaganmeyer.com
jirshad@ohaganmeyer.com

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

ACCEPTED AND AGREED:

Dated: 04/17/2026

Angelica Leyva

Angelica Esmeralda Leyva, Plaintiff, on Behalf of Herself, the Settlement Class, the State of California, and Aggrieved Employees

Dated: _____

Michelle Delarosa, Plaintiff, on Behalf of Herself, and the Settlement Class, the State of California

Dated: _____

Naresh Channaverappa
CEO - On Behalf of and an Authorized Representative of
Community Health Centers of America

Dated: _____

Alvin B. Lindsay, Esq.
D.LAW, INC.
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

David Yeremian, Esq.
David Yeremian & Associates, Inc.
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

Walter Haines, Esq.
Peggy Reali, Esq.
United Employees Law Group, PC
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: 4/22/2026

Vedang J. Patel

David Bibiyan, Esq.
Vedang J. Patel, Esq.
Bibiyan Law Group, PC
Attorneys for Plaintiff Leyva - Approving as to Form Only

Dated: _____

Vincent Fisher, Esq.
Jose Cruz Zavala-Garcia, Esq.
Jannat Irshad, Esq.
O'Hagan Meyer LLP
Attorneys for Defendant - Approving as to Form Only

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ACCEPTED AND AGREED:

Dated: 04/17/2026

Angelica Leyva

Angelica Esmeralda Leyva, Plaintiff, on Behalf of Herself, the Settlement Class, the State of California, and Aggrieved Employees

Dated: _____

Michelle Delarosa, Plaintiff, on Behalf of Herself, and the Settlement Class, the State of California

Dated: _____

Naresh Channaverappa
CEO - On Behalf of and an Authorized Representative of
Community Health Centers of America

Dated: _____

Alvin B. Lindsay, Esq.
D.LAW, INC.
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

David Yeremian, Esq.
David Yeremian & Associates, Inc.
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: 5/06/2026

Peggy J. Reali
Walter Haines, Esq.
Peggy Reali, Esq.
United Employees Law Group, PC
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: 4/22/2026

Vedang J. Patel
David Bibiyan, Esq.
Vedang J. Patel, Esq.
Bibiyan Law Group, PC
Attorneys for Plaintiff Leyva - Approving as to Form Only

Dated: _____

Vincent Fisher, Esq.
Jose Cruz Zavala-Garcia, Esq.
Jannat Irshad, Esq.
O'Hagan Meyer LLP
Attorneys for Defendant - Approving as to Form Only

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ACCEPTED AND AGREED:

Dated: _____

Angelica Esmeralda Leyva, Plaintiff, on Behalf of Herself, the Settlement Class, the State of California, and Aggrieved Employees

Dated: 5/5/2026

DocuSigned by:
Michelle Delarosa

Michelle Delarosa, Plaintiff, on Behalf of Herself, and the Settlement Class, the State of California

Dated: _____

Naresh Channaverappa
CEO - On Behalf of and an Authorized Representative of
Community Health Centers of America

Dated: May 06, 2026

Alvin B. Lindsay, Esq.
D.LAW, INC.

Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: May 06, 2026

David Yeremian, Esq.

David Yeremian & Associates, Inc.

Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

Walter Haines, Esq.

Peggy Reali, Esq.

United Employees Law Group, PC

Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

David Bibiyan, Esq.

Vedang J. Patel, Esq.

Bibiyan Law Group, PC

Attorneys for Plaintiff Leyva - Approving as to Form Only

Dated: _____

Vincent Fisher, Esq.

Jose Cruz Zavala-Garcia, Esq.

Jannat Irshad, Esq.

O'Hagan Meyer LLP

Attorneys for Defendant - Approving as to Form Only

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ACCEPTED AND AGREED:

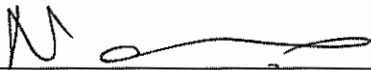
Dated: _____

Angelica Esmeralda Leyva, Plaintiff, on Behalf of Herself, the
Settlement Class, the State of California, and Aggrieved Employees

Dated: _____

Michelle Delarosa, Plaintiff, on Behalf of Herself, and the
Settlement Class, the State of California

Dated: 4/17/2026



Naresh Channaverappa
CEO - On Behalf of and an Authorized Representative of
Community Health Centers of America

Dated: _____

Alvin B. Lindsay, Esq.
D.LAW, INC.
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

David Yeremian, Esq.
David Yeremian & Associates, Inc.
Attorneys for Plaintiff Delarosa - Approving as to Form Only

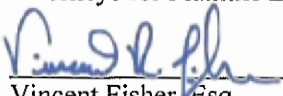
Dated: _____

Walter Haines, Esq.
Peggy Reali, Esq.
United Employees Law Group, PC
Attorneys for Plaintiff Delarosa - Approving as to Form Only

Dated: _____

David Bibiyan, Esq.
Vedang J. Patel, Esq.
Bibiyan Law Group, PC
Attorneys for Plaintiff Leyva - Approving as to Form Only

Dated: 5/07/2026



Vincent Fisher, Esq.
Jose Cruz Zavala-Garcia, Esq.
Jannat Irshad, Esq.
O'Hagan Meyer LLP
Attorneys for Defendant - Approving as to Form Only

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Angelica Esmeralda Leyva, et al. v. Community Health Centers of America, Inc.
(County of Merced, California Superior Court Case No. 23CV-03293)

As a current or former non-exempt, hourly-paid California employee of Community Health Centers of America, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Defendant Community Health Centers of America (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former hourly-paid or non-exempt employees of Defendant within the State of California during the period from September 12, 2019, through October 27, 2025 (“Class Period”) in the State of California.

- The settlement is to resolve a class action lawsuit, *Angelica Esmeralda Leyva, et al. v. Community Health Centers of America, Inc.*, pending in the Superior Court of California for the County of Merced, Case Number 23CV-03293 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to timely pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition. Plaintiffs also seek civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [REDACTED], the Merced County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from September 12, 2022, through October 27, 2025 ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	available from the settlement of the Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 8 of the Merced County Superior Court, located at Old Courthouse, 627 W. 21st Street, Merced, California 95340.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in the Old Courthouse of the Merced County Superior Court, located at 627 W. 21st Street, Merced, California 95340, in Department 8. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for DEFENDANT as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Angelica Esmeralda Leyva and Michelle Delarosa were] hourly-paid, non-exempt employees of Defendant. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendant’s alleged (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to timely pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$450,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement Amount includes (1) Administration Costs up to \$6,750; (2) a service award of up to \$10,000 to each Plaintiff, for a total of \$20,000 for their time and effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$150,000 ; (4) actual litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$40,000 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$30,000, will be paid to the LWDA and twenty-five percent (25%), or \$10,000, will be distributed to Aggrieved Employees. After deducting these sums, excluding Class Counsel's actual litigation costs, a total of approximately \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 8,536 Workweeks worked during the Class Period and that there are no more than 4,702 PAGA Pay Periods during the PAGA Period. In the event that the number of Workweeks worked through the Class Period increases by more than ten percent (10%) or more than 9,390, then at Defendant's election, either the: (1) Gross Settlement Amount shall increase proportionally by the Workweeks worked, in excess of 9,390 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$450,000.00) by 8,536, which amounts to a Workweek Value of \$52.72. Thus, for example, should there be 11,390 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$52,720 $([10,390 \text{ Workweeks} - 9,390 \text{ Workweeks}] \times \$[450,000 \div 8,536])$.

Additionally, Defendant represents that there are no more than 4,702 Pay Periods during the PAGA Period. If it is determined that the number of PAGA Pay Periods through the PAGA Period increases by more than ten percent (10%) or more than 5,172 then, at Defendant's election, either the: (1) Gross Settlement Amount shall increase proportionally by the Pay Periods worked, in excess of 5,172 multiplied by the Pay Period Value; or (2) the PAGA Pay Period shall end on the date the number of Pay Periods reaches, but does not exceed, 5,172. The Pay Period Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount by 4,702, which amounts to a Workweek Value of \$95.70. Thus, for example should there be 6,172 Pay Periods in the PAGA Period, then the Gross Settlement Amount shall be increased by \$95,700 $([6,172 \text{ Pay Periods} - 5,172 \text{ Pay Periods}] \times [\$450,000 \div 4,702])$.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Workweeks worked by Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Class Member's Eligible Workweeks. Otherwise stated, the formula for a Class Member is: $(\text{Net Settlement Amount} \div \text{total Settlement Class Eligible Workweeks}) \times \text{Class Member's Eligible Workweeks}$. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$10,000 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

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Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. Forty percent (40%) of each settlement payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and sixty percent (60%) will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your settlement share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the *cy pres* recipient, Alliance for Children's Rights, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384 subd. (b)].

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Class Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Class Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Class Released Claims: All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Class Action Complaint and ascertained in the course of the Action and that occurred during the Class Period, including, but not limited to: (1) Unpaid Wages, (2) Meal Period Violations, (3) Failure to Provide Accurate Wage Statements,

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(4) Failure to Provide Accurate Wage Statements, (5) Waiting Time Penalty for Nonpayment of Wages, and (6) Failure to Indemnify Necessary Business Expenses under California Labor Code § 2802.

PAGA Released Claims: Upon the Court's approval of the settlement, all Aggrieved Employees, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, will release and become forever be barred from seeking civil penalties against Released Parties for any and all PAGA claims that were alleged, or that could have been alleged, based on the facts contained in the PAGA Complaint and PAGA Notice and that occurred during the PAGA Period. The PAGA release shall include resolution and release of PAGA claims for alleged violations of Cal. Lab. Code § 2802.

"Released Parties" means Defendant, and Defendant's parent corporations, subsidiaries, divisions, affiliates, joint employers, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Class Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Settlement Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection should include your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your settlement share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in the Department 8 of the Merced County Superior Court, located at the Old Courthouse, 627 W. 21st Street, Merced, California 95340, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.merced.courts.ca.gov/civil-and-probate-remote-appearance>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 8 of the Merced County Superior Court, located at the Old Courthouse, 627 W. 21st Street, Merced, California 95340, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.merced.courts.ca.gov/online-services/case-records-search>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]