

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff Martha Gallegos (“Plaintiff”) and Defendants Curology, Inc., and David Lortscher, MD, P.C. (“Defendants”). This Agreement refers to Plaintiff and Defendants as “Parties,” or individually as a “Party.”

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage-and-hour violations against Defendants captioned *Gallegos v. Curology, Inc., et al.*, initiated by Plaintiff on November 21, 2023, and pending in the Superior Court of the State of California, County of San Diego (Case No. 37-2023-00050824-CUOE-CTL).
2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount that the Administrator will be paid to reimburse the Administrator for its reasonable out-of-pocket costs and expenses incurred pursuant to the performance of its duties set forth herein.
4. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendants 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 Defendants within the State of California at any time during the Class Period.
6. “Class Counsel” means Justice Law Corporation.
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 reasonable, out-of-pocket expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means the Class Members’ identifying information in Defendants’ possession, including each 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” means the Administrator’s investigation and search for the Class Members’ mailing addresses using all sources, methods and means that are available on commercially reasonable terms, including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with the Class Members.

11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval that will be mailed to the Class Members in English and Spanish, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. “Class Period” means the period from November 21, 2019, through April 30, 2026.
13. “Class Representative” means the named plaintiff, Martha Gallegos, in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
14. “Class Representative Service Payment” means the payment 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 San Diego.
16. “Defendants” means Curology, Inc. and David Lortscher, MD, P.C., the named defendants in the Action.
17. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.
18. “Effective Date” means the latest of the following dates: (a) if no objection to the Settlement is made, then no later than sixty-five (65) calendar days after entry of the order granting final approval of the Settlement and Judgment; (b) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (c) if an appeal is filed, then no later than fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.
19. “Final Approval” 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 \$499,000 which is the total amount that Defendants agree 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 a Participating Class Member’s pro rata share of the Net Settlement Amount, which will be calculated according to the number of Workweeks worked by such Participating Class Member during the Class Period.
23. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of thirty-five percent (35%) of the PAGA Penalties, which will be calculated according to the number of PAGA Pay Periods worked by such Aggrieved Employee 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.
26. “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties, or \$26,000, which will be paid to the LWDA under Labor Code section 2699, subdivision (m).
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, or Net Settlement Amount, is to be paid to the Participating Class Members as their 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 Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
30. “PAGA Notice” means the written notice sent to the LWDA and Defendants on April 28, 2026, that provides notice pursuant to Labor Code section 2699.3, subdivision (a).
31. “PAGA Pay Period” means any pay period during the PAGA Period, in which an Aggrieved Employee worked for Defendants for at least one (1) day.
32. “PAGA Period” means the period from November 21, 2022, through April 30, 2026.
33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees for the settlement of the 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. “Plaintiff” means Martha Gallegos, the named plaintiff in the Action.
36. “Preliminary Approval” 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.

39. “Released PAGA Claims” means the claims being released as described in Section E.3.
40. “Released Parties” means Defendants and all of their respective stockholders, members, partners (general and limited), other equity holders, predecessors, successors, assigns, heirs, legatees, trusts, affiliates, parents, subsidiaries, officers, directors, managers, employees, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys), and any past, present, or future stockholders, members, parents (general and limited), other equity incentive holders, successors, assigns, heirs, legatees, trusts, affiliates, parents, subsidiaries, officers, directors, managers, employees and agents including any investment bankers, accountants, insurers, reinsurers, attorneys of any of the foregoing persons.
41. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class portion of the Settlement signed by the Class Member and timely submitted to the Administrator.
42. “Response Deadline” means the forty-fifth (45th) calendar day after the date on which the Administrator mails the Notice to the Class Members and will be the last date on which the 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 re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline has expired to submit Requests for Exclusion from the Settlement or Objections to the Settlement.
43. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.
44. “Workweek” means any week during the Class Period, in which a Class Member worked for Defendants for at least one (1) day.

B. RECITALS.

1. On November 21, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of San Diego, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*
2. After engaging in discovery, investigations, and negotiation, the Parties attended mediation with the mediator Gig Kyriacou on March 18, 2025, but were unable to negotiate a settlement at the time. After continuing negotiations with the mediator’s assistance, the Parties reached a settlement via a mediator’s proposal, subject to the Court’s approval.

3. In line with the settlement, on April 28, 2026, Plaintiff provided a written notice to the LWDA and Defendants of the specific provisions of the Labor Code that Plaintiff contends were violated and theories supporting the contentions.
4. On May 7, 2026, Plaintiff filed a First Amended Complaint that added cause of action for violation of Labor Code section 2698, *et seq.* (PAGA) (“Operative Complaint”).
5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
6. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendants produced documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, payment of non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendants’ production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of Workweeks and PAGA Pay Periods. Class Counsel located and interviewed putative class members who worked for Defendants throughout the Class Period. 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.
7. The Court has not granted class certification as of the date of this Settlement Agreement.
8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendants promise to pay \$499,000 and no more as the Gross Settlement Amount and to pay separately any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members or Aggrieved Employees to submit a claim form as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. In addition to the Gross Settlement Amount, Defendants shall be responsible for all additional mediation fees incurred since the Parties’ initial mediation, amounting to \$9,600 (after discount), which Defendants paid on April 20, 2026. Except as may be specifically required pursuant to Section H of this Settlement Agreement (Escalator Clause), Defendants have no liability or obligation to pay, reimburse, or fund any amounts or monies beyond those set forth in the first sentence of this Section C.1 of this Settlement Agreement.

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. The Class Counsel Fees Payment not to exceed \$166,333.33 (1/3 of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment not to exceed \$30,000.
 - i. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendants will not oppose requests for these payments provided they do not exceed the amounts specified above. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment in amounts that are less than the amounts requested by Plaintiff and/or Class Counsel, the Administrator will allocate the remainder to the Net Settlement Amount.
 - ii. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment, or any other attorneys' fees, costs, or expenses. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and will defend, indemnify, and hold Defendants harmless from any dispute or controversy regarding any division or sharing of any of these payments or taxes (including, without limitation, interest and penalties) owed thereon.
 - iii. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Any annuity or attorney fee deferral vehicle related to debt instruments must have at least an investment-grade rating. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099.
 - iv. Once Defendants have funded the Gross Settlement Amount to the Administrator, the Released Parties will have no liabilities or obligations to Class Counsel (or any other person) in connection with or as a result of any loss, reduction, or diminution in value of any financial instrument, vehicle, or investment utilized by the Administrator.
 - b. Plaintiff. The Class Representative Service Payment to be made to Plaintiff will not exceed \$10,000.

- i. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval of the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendants will not oppose a request for the Class Representative Service Payment that does not exceed the amount specified above. If the Court approves the Class Representative Service Payment in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
 - ii. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and will defend, indemnify, and hold Defendants harmless from any dispute or controversy regarding any taxes (including, without limitation, interest and penalties) owed thereon.
- c. Administrator. The Administration Expenses Payment to be paid to the Administrator will not exceed \$15,000 except upon a showing of good cause and as approved by the Court.
 - i. If and to the extent that the Administration Expenses Payment is, or the Court approves payment of, less than \$15,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. LWDA and Aggrieved Employees. The PAGA Penalties in an amount not to exceed \$40,000 will be paid from the Gross Settlement Amount, sixty-five percent (65%), or \$26,000, of the PAGA Penalties will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%), or \$14,000, of the PAGA Penalties will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
 - i. An Individual PAGA Payment for an Aggrieved Employee is calculated by: (a) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties (\$14,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of such Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
 - ii. If the Court approves the PAGA Penalties in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
 - iii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their respective Individual PAGA Payments, and Defendants will have no responsibility or liability for the same.

- e. Participating Class Members. An Individual Class Payment for a Participating Class Member 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 the number of such Participating Class Member's Workweeks during the Class Period.
 - i. Twenty percent (20%) of each Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portions"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portions"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on such Participating Class Member's Individual Class Payment, and Defendants will have no responsibility or liability for the same.
 - 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 the 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, Defendants estimate that there are 300 Class Members who worked a total of 16,000 Workweeks, and 85 Aggrieved Employees who worked a total of 2,800 PAGA Pay Periods.
2. Funding of the Gross Settlement Amount. No later than the Effective Date, Defendants shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator in accordance with written instructions provided by the Administrator no later than three (3) business days prior to the Effective Date.
3. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendants fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the 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 that checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be void. The Administrator will cancel

all checks that are not cashed by the void date. The Administrator will send checks for the 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 (including those for whom the Class Notices were returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the mailing addresses of the recipients using the National Change of Address Database (“NCOA”).

- b. The Administrator must conduct a Class Member Address Search for all the other Class Members whose checks are returned undelivered without USPS forwarding address. No later than seven (7) calendar days after receiving a returned check, the Administrator will remail the checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator will 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 will transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- d. The payment of the Individual Class Payments and Individual PAGA Payments will not obligate Defendants to confer any benefits upon, or make any payments to, the Class Members (such as, but not limited to, 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

E. RELEASES OF CLAIMS. Effective as of the date when Defendants fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel hereby release claims against all Released Parties as follows:

1. Plaintiff’s Release. Plaintiff, on behalf of Plaintiff and Plaintiff’s former and present spouses, domestic partners, representatives, agents, attorneys, heirs, legatees, beneficiaries, executors, administrators, successors, and assigns, hereby generally releases and discharges the Released Parties from any and all claims arising out of or relating to any, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) any and all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; and (b) any and all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice (“Plaintiff’s Release”).

- a. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.
- b. The Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability benefits, or social security benefits, or to any claims for workers' compensation benefits that arose at any time.
- c. Plaintiff expressly waives and relinquishes 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 the Participating Class Members. Each Participating Class Member, on behalf of such Participating Class Member and such Participating Class Member's former and present spouses, domestic partners, representatives, agents, attorneys, heirs, legatees, beneficiaries, executors, administrators, successors, and assigns, hereby release the Released Parties from any and all claims arising out of or relating to any transactions or occurrences that occurred during the Class Period, including, but not limited to, any and all claims that were alleged, or could have been alleged, based on the facts that are contained in the Operative Complaint and occurred during the Class Period.
 - a. Except as set forth in Section E.3., the 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, or workers' compensation or claims based on facts occurring outside the Class Period.
3. Release by the Aggrieved Employees. Each Participating and Non-Participating Class Members, who are Aggrieved Employees, each on behalf of such Aggrieved Employee and such Aggrieved Employee's former and present spouses, domestic partners, representatives, agents, attorneys, heirs, legatees, beneficiaries, executors, administrators, successors, and assigns, hereby release the Released Parties from any and all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts that are stated in the Operative Complaint or PAGA Notice and occurred during the PAGA Period.

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

1. Plaintiff's Responsibilities. Plaintiff 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. The amounts of the 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 or the Settlement. 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.
 - b. Defendants agree that they will not oppose the Motion for Preliminary Approval so long as the motion is substantially consistent with the material terms of the Settlement Agreement.
2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval after full execution and delivery 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 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 Agreement or the Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email to modify this Agreement and the Settlement as reasonably necessary to satisfy the Court's concerns. If, despite the good faith efforts of Class and Defense Counsel, the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, this Agreement and the Settlement will be null and void, and the Parties will have no further obligations under the Agreement or with respect to the Settlement. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions 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 the duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating the 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 the Class Members.
 - a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted the Class Members' identifying information and to provide corrected or updated Class Data as soon as possible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their reasonable best efforts to reconstruct or resolve any issues related to missing or omitted Class Data.
 - b. No later than three (3) business days after the receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of the Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - c. Using best efforts to perform as soon as possible and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all the Class Members identified in the Class Data the Class Notice via first-class USPS mail. Before mailing the Class Notices, the Administrator shall update the Class Members' addresses using the NCOA.
 - 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. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- e. If the Administrator, Defendants, or Class Counsel is contacted by or discovers any person who believes that he or she should have been included in the Class Data and should have received Class Notice, the Parties will meet and confer in person or by telephone or email to agree on whether to include them as Class Members. If the Parties agree, such persons will be deemed Class Members entitled to the same rights as the other Class Members, and the Administrator will send these persons, via email or overnight delivery, a Class Notice requiring them to exercise their options under this Agreement no later than fourteen (14) calendar days after transmittal of the Class Notice or deadlines set forth in the Class Notice, whichever date is later.

5. Requests for Exclusion from the Settlement.

- a. The 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.
- 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. 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 will be a Participating Class Member, entitled to all the benefits and bound by all the obligations under the terms and conditions of the Settlement, including, without limitation, the releases under Section E.2. and Section E.3. regardless of whether such Class Member actually receives the Class Notice or objects 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 portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, all Participating Class Members and Non-Participating Class Members who are Aggrieved Employees release the claims identified in Section E.3. and are eligible for an Individual PAGA Payment.

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

- a. Each Class Member who wishes to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member must send the Administrator by fax, email, or mail the challenge to the allocation of Workweeks and PAGA Pay Periods (if any) no later than Response Deadline.
- b. 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 the Settlement.

- a. Each Participating Class Member who wishes to submit a written objection to the Settlement must send the Administrator by fax, email, or mail a written objection no later than the Response Deadline.
- b. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any facts 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 portion of the Settlement, including contesting the fairness of this 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, at the Participating Class Member's sole cost and expense) to present verbal objections to this Agreement or the Settlement at the Final Approval Hearing.

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

- a. The Administrator will establish and maintain and use a website to post information of interest to the Class Members. This information will include 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, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive the Class Members' calls, faxes, and emails.
- b. On a weekly basis, the Administrator must provide written reports to Class Counsel, Defense Counsel and Defendants 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 the challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decisions shall be final and not appealable or susceptible to challenge. The Administrator will promptly review the Requests for Exclusion on a rolling basis to ascertain their validity.
- d. 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 the Class Notice; (ii) remailing of the Class Notices; (iii) attempts to locate the Class Members; (iv) total number of Requests for Exclusion received (both valid or invalid); and (v) 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. The Administrator shall calculate the amount of the employer taxes due on the Wage Portion of the Individual Class Payments and promptly notify Defense Counsel so that payment can be timely sent to the Administrator by Defendants.
- f. No later than ten (10) calendar days after the Administrator disburses all the funds in the Gross Settlement Amount, the Administrator will provide Class Counsel, Defense Counsel and Defendants with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks in the Class Period exceeds ten percent (10%) of 16,000 Workweeks (*i.e.*, more than 17,600 Workweeks), then the Gross Settlement Amount shall increase proportionally over the ten percent (10%) threshold (*i.e.*, if the number of Workweeks increases by 12%, the Gross Settlement Amount will increase by 2%).

I. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), 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 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 or this Agreement, the Parties will expeditiously work together to address the Court's concerns by revising the Settlement and this Agreement as reasonably necessary to obtain Final Approval. If the Court does not grant Final Approval of the Settlement or this 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 Settlement and this 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.
3. Waiver of Right to Appeal. Provided the Judgment is substantially consistent with the material terms and conditions of this Agreement, the Parties, their counsel, and all the Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all the rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings and all the rights 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 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 and the Settlement hereunder shall be null and void. The Parties shall expeditiously work together to attempt address the appellate court's issues 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 Representative Service Payment, Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as 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.

J. 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.

K. ADDITIONAL PROVISIONS.

1. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendants, and Defense Counsel 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 or conditions 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, tax advisors, insurance or reinsurance carriers, insurance brokers, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to Defendants' respective directors, officers, employees, stockholders, and other investors who have a need to know and who are instructed to maintain the confidentiality of this Agreement; (c) to other third parties determined by Defendants to have a need to know, provided that any such third party enters into a written nondisclosure agreement with the applicable Defendant disclosing this Agreement or the Settlement; (d) to counsel in a related matter; (e) to the extent necessary to report income to appropriate taxing authorities; (f) in response to a court order or subpoena; or (g) 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. Until the Motion for Preliminary Approval is filed, Plaintiff and Class Counsel agree not to, directly or indirectly, initiate any conversation or other communication 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 the Class Members in accordance with their ethical obligations owed to the Class Members. Without limiting the foregoing provisions of this section, Plaintiff and Class Counsel agree that, until the Motion for Preliminary Approval is filed, they shall make no public statement or release, and agree not to post on any website, that they have entered into a settlement with Defendants, in each case except as specifically contemplated by this Agreement.
2. No Admission. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendants have any liability for any claims asserted. Nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement and the Settlement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses against the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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).

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 Defendants in connection with the mediation, in connection with other settlement negotiations, or in connection with the Settlement may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or 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 the settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make 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 respective reasonable efforts to implement this Agreement by, among other things, modifying this 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 this Agreement, or on any modification of this Agreement that may become necessary to implement this Agreement, the Parties will seek the assistance of the Court for resolution.
5. Attorney Authorization. Class Counsel warrants and represents that they are authorized by Plaintiff to take all the appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and conditions, 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 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 the Class Members in accordance with their ethical obligations owed to the Class Members.
7. No Prior Assignments. The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity, any 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 the Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9. No Tax Advice. None of Plaintiff, Class Counsel, Defendants, and Defense Counsel are providing any advice to any person 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).
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 this Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all the 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 the 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. 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.
15. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
16. Notice. All the 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: Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

To Defendants: Jennifer M. Holly
Matthew S. Vesterdahl
Gordon Rees Scully Mansukhani, LLP
3 Parkcenter Drive, Suite 200
Sacramento, California 95825
Telephone: (916) 565-2900
Facsimile: (916) 920-4402
jholly@grsm.com
mvesterdahl@grsm.com

17. 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.
18. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 07/28/2026

Martha Gallegos

By: 

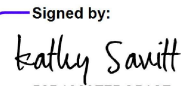
Dated: 07/28/2026

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiff

Dated: August 3, 2026

Curology, Inc.

Signed by:

By: 52B1300F7BC54C7...
On behalf of Curology, Inc.

Dated: August 3, 2026

David Lortscher, MD, P.C.

DocuSigned by:

By: 93093A8CA5D249B...
On behalf of David Lortscher, MD, P.C.

Dated: August 3, 2026

Gordon Rees Scully Mansukhani, LLP [Approving as to Form Only]

By: 
Jennifer M. Holly, Esq.
Matthew S. Vesterdahl, Esq.
Attorneys for Defendants

EXHIBIT A

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

Gallegos v. Curology Inc., et. al.
(Case No. 37-2023-00050824-CUOE-CTL)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Curology, Inc., and David Lortscher, MD, P.C. ("Defendants") for alleged wage and hour violations, which Defendants deny. The Action was filed by Plaintiff Martha Gallegos ("Plaintiff"). The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from November 21, 2019, through April 30, 2026 ("Class," "Class Members," "Class Period"); and
- (2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from November 21, 2022, through April 30, 2026 ("Aggrieved Employees" and "PAGA Period").

The Settlement (as defined below) of the Action has two parts: (1) Class Settlement to fund Individual Class Payments; and (2) PAGA Settlement to fund Individual PAGA Payments.

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendants during the PAGA Period.

The above estimates are based on Defendants' records showing that you worked [REDACTED] Workweeks (as defined below) during the Class Period and worked [REDACTED] PAGA Pay Periods (as defined below) during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Superior Court of the State of California, County of San Diego ("Court"), has already preliminarily approved the Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Court's hearing on the Motion for Final Approval of the Settlement ("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 Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or PAGA Period, you have two (2) basic options under the Settlement:

1. **Do Nothing.** You do not have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and Individual PAGA Payment (if any). As a Participating Class Member (as defined below), you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion (as defined below) or notifying the Administrator (as defined below) in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the Settlement.

Defendants will not retaliate against you for any actions you take with respect to the 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 Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants covered by this Settlement (“Released Claims,” as defined below).
You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement The Opt Out Deadline is 	If you do not want to participate fully in the Settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a “Non-Participating Class Member” and will no longer be eligible for an Individual Class Payment. The Non-Participating Class Members cannot object to any portion of the Settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (as defined below).
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement Written Objections Must be Submitted by 	All the Class Members who do not opt out of the Settlement (“Participating Class Members”) can object to any aspect of the Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and 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 the Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Class Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. The Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and PAGA Payment (if any) depend on the number of Workweeks in which you worked at least one (1) day during the Class Period and the number of PAGA Pay Periods in which you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods during which you worked according to Defendants' records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action alleges that Defendants violated California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiff also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and William Wilkinson of Justice Law Corporation.

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

The Court has made no determination whether Plaintiff or Defendants are correct on the merits. In the meantime, Plaintiff and Defendants ("Parties") hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case, meaning the disposition of the Action effected by this Settlement Agreement and Judgment ("Settlement"), rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation and substantial follow-up discussions between the Parties and mediator.

By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement ("Judgment"), the Parties negotiated a settlement that is subject to the Court's order granting final approval of the Settlement ("Final Approval"). Both sides agree that the Settlement is a compromise of disputed claims. Defendants do not admit any violations of any laws or concede the merits of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendants Will Pay a Gross Settlement Amount of \$499,000. Defendants agreed to deposit the Gross Settlement Amount of \$499,000 (“Gross Settlement Amount”) into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (“PAGA Penalties”) to the California Labor and Workforce Development Agency (“LWDA”).
 - a. No later than the Effective Date (as defined below), Defendants shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator. No later than fourteen (14) calendar days after Defendants fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.
 - b. The “Effective Date” means the latest of the following dates: (i) if no objection to the Settlement is made, then no later than sixty-five (65) calendar days after entry of the Court order granting Final Approval and Judgment; (ii) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (iii) if an appeal is filed, then no later than fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.
2. Court-Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount:
 - a. Up to \$166,333.33 (1/3 of the Gross Settlement Amount) to Class Counsel as their “Class Counsel Fees Payment,” and up to \$30,000 as their “Class Counsel Litigation Expenses Payment.” To date, Class Counsel have worked and incurred expenses on the Action without any payment.
 - b. Up to \$10,000 to Plaintiff as the “Class Representative Service Payment” for filing the Action, working with Class Counsel, and effectively representing the Class Members. The Class Representative Service Payment will be the only money that Plaintiff will receive other than the Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$15,000 to the Administrator as the “Administration Expenses Payment” for the services in administering the Settlement.

- d. Up to \$40,000 as the PAGA Penalties, sixty-five percent (65%), or \$26,000, of which will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%), or \$14,000, of which will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
 - i. A “PAGA Pay Period” is a pay period during the PAGA Period in which an Aggrieved Employee worked for Defendants for at least one (1) day.
3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to the Participating Class Members based on their Workweeks.
 - a. A “Workweek” is a week during the Class Period in which a Class Member worked for Defendants for at least one (1) day.
4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portions”) and eighty percent (80%) of each Individual Class Payment to interest and penalties (“Non-Wage Portions”). The Wage Portions are subject to withholdings and will be reported on IRS Form W-2. Defendants will separately pay employer payroll taxes owed on the Wage Portions. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.
 - a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.
5. Need to Promptly Cash the Checks. The face of each check shall state that 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. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund (“Fund”) in the name of the Class Member. If the monies represented by your check are sent to the Fund, you should consult the rules of the Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you timely notify the Administrator in writing that you wish to opt out (“Request for Exclusion”). Non-Participating Class Members will not receive Individual Class

Payments but will preserve rights to pursue wage-and-hour claims personally against Defendants.

- a. You cannot opt out of the PAGA portion of the Settlement. In other words, any Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their rights to assert PAGA claims against Defendants based on the facts alleged in the Action to have occurred during the PAGA Period.
7. Right to Object. The Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties have agreed that, in either case, the Settlement will be void: (a) Defendants will not pay any money; and (b) Class Members will not release any claims against Defendants.
9. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration Solutions (“Administrator”) to send this Class Notice, calculate and make payments, and process the Requests for Exclusion. The Administrator will also decide any challenges over Workweeks and/or PAGA Pay Periods, 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 IX of this Class Notice.
10. Release by the Participating Class Members. After Defendants have funded the Gross Settlement Amount and separately paid all employer payroll taxes, the Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:
 - a. Each Participating Class Member, on behalf of such Participating Class Member and such Participating Class Member’s former and present spouses, domestic partners, representatives, agents, attorneys, heirs, legatees, beneficiaries, executors, administrators, successors, and assigns, hereby release the Released Parties from any and all claims arising out of or relating to any transactions or occurrences that occurred during the Class Period, including, but not limited to, any and all claims that were alleged, or could have been alleged, based on the facts that are contained in the Operative Complaint and occurred during the Class Period.
 - b. Except as set forth in Section E.3. of the Agreement, the 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.

11. Release by the Aggrieved Employees. After Defendants have funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants even if they exclude themselves from the Settlement. All Aggrieved Employees will be bound by the following release:

- a. Each Participating and Non-Participating Class Members, who are Aggrieved Employees, each on behalf of such Aggrieved Employee and such Aggrieved Employee's former and present spouses, domestic partners, representatives, agents, attorneys, heirs, legatees, beneficiaries, executors, administrators, successors, and assigns, hereby release the Released Parties from any and all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts that are stated in the Operative Complaint or PAGA Notice and occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate the Individual Class Payment for each Participating Class Member 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 the number of such Participating Class Member's Workweeks during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payment for each Aggrieved Employee by: (a) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties (\$14,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of such Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' 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 and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service (“USPS”) mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator’s contact information.**

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, and email address or telephone number, and include a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gallegos v. Curology Inc., et. al.* (Case No. 37-2023-00050824-CUOE-CTL), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. You must send your request to be excluded to the Administrator by [REDACTED], or it will be deemed invalid. Section IX of this Class Notice has the Administrator’s contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, Motion for Final Approval, and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Gallegos v. Curology Inc., et. al.* (Case No. 37-2023-00050824-CUOE-CTL) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member may object (or personally retain an attorney 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 VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department C-72 of the San Diego County Superior Court located at 330 West Broadway San Diego, California 92101. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to

Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It is possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do as part of the Settlement. The easiest way to read the Settlement Agreement, Judgment, or any other settlement document is to go to the Administrator's website at [REDACTED].

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court's website by going to <https://odyroa.sdcourt.ca.gov/> and entering the Case No. 37-2023-00050824-CUOE-CTL.

Finally, you can go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents related to the Action.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the rules for the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

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

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On August 14, 2026, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case:	Gallegos v. Curology, Inc. et al.
LWDA/Court Case No.:	LWDA Case No.: CM-1173527-26
	Court Case No.: 37-2023-00050824-CU-OE-CTL
	San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Executed on August 14, 2026, at Pasadena, California.


Noelia Alonso Esteban