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Attorneys for Plaintiff
ASHLEY HUDSON

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

ASHLEY HUDSON, on behalf of the State of
California and all Aggrieved Employees,

Plaintiff,

v.

SUPERIOR VISION SERVICES, INC., a
Delaware Corporation; SUPERIOR
VISION BENEFIT MANAGEMENT,
INC., a New Jersey Corporation;
VERSANT HEALTH HOLDCO, INC., a
Delaware Corporation; VERSANT
HEALTH, INC., a Delaware Corporation;
VERSANT HEALTH
CONSOLIDATIONS CORP., a Delaware
Corporation; VERSANT HEALTH LAB,
LLC, a Delaware Limited Liability
Company; DAVIS VISION, INC., a New
York Corporation; METLIFE SERVICES
AND SOLUTIONS, LLC; a Delaware
Limited Liability Company; and DOES 1-
100, inclusive,

Defendants.

CASE NO. 24CV008471

Assigned for All Purposes to:
Hon. Lauri Damrell
Dept. 8B

AMENDED DECLARATON OF JAMIE SERB
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: May 15, 2026
Time: 9:00 a.m.
Dept.: 8B

1 I, JAMIE SERB, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a partner with Crosner Legal, P.C., counsel of record for Plaintiff Ashley Hudson in the
4 above-captioned matter. If called to testify as to the facts within, I would and could competently
5 do so.

6 2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the
7 Parties' Amended Joint Stipulation of Class and Representative Action Settlement and Release
8 (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a redline of the Settlement
9 Agreement reflecting all changes made. Attached hereto as Exhibit 3 is a true and correct copy of
10 the revised class notice. Attached hereto as Exhibit 4 is a redline of the class notice reflecting all
11 changes made. Attached hereto as Exhibit 5 is a true and correct copy of proof of submission of
12 the revised settlement documents to the LWDA.

13 3. Plaintiff filed her First Amended Complaint on April 7, 2026.

14 4. The Parties have revised the Settlement Agreement and Notice to provide for a 60-
15 day response period for class members to opt out, object, or dispute their work weeks. That period
16 will be extended by 14 days for all remailed class notices.

17 5. The Parties have revised the Settlement Agreement and Notice to provide that
18 settlement checks will be valid for 180 days after issuance.

19 6. The Parties have revised the Settlement Agreement and Notice to provide that any
20 class member may appear and be heard at final approval regardless of whether they have
21 submitted a written objection.

22 7. The Parties have revised the Settlement Agreement and Notice to consistently
23 reflect the allocation of settlement awards to wages that will be subject to payroll tax
24 withholdings.

25 8. The Parties have revised the Class Release and PAGA Release to comport with the
26 holding in *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538-539.

27 9. As noted in the moving papers, Plaintiff evaluated the maximum PAGA exposure
28 at about \$1.5 million. This estimate is based on approximately 68 aggrieved employees and 3,262

1 pay periods (at the time of mediation), and calculated as follows:

2 **Unpaid Wages**

3 3,262 pay periods * 100% violation rate * \$100/violation = \$326,200

4 **Underpaid Wages – Regular Rate**

5 3,262 pay periods * 4.0% violation rate * \$100/violation = \$13,000

6 **Meal Break Violations**

7 3,262 pay periods * 77.9% violation rate * \$100/violation = \$254,100

8 **Rest Break Violations**

9 3,262 pay periods * 100% violation rate * \$100/violation = \$326,200

10 **Expense Reimbursement**

11 3,262 pay periods * 100% violation rate * \$100/violation = \$326,200

12 **Wage Statement Violations**

13 3,262 pay periods * 100% violation rate * \$100/violation = \$326,200

14 **Waiting Time Penalties**

15 28 former employees * 1/violation/employee * \$100/violation = \$2,800

16 **Grand Total: \$1,574,700**

17 10. I have reviewed the Court's Checklist for Approval of Class Action and/or PAGA
18 Settlements, and believe the settlement documents and motion papers comply with the Court's
19 requirements.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed on April 24, 2026, at San Diego, California.

22
23 

24 _____
25 Declarant

Exhibit 1

**AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

This Amended Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Ashley Hudson (“Plaintiff”), individually and on behalf of other similarly situated Class Members (defined below), Plaintiff as a proxy of the State of California and the California Labor and Workforce Development Agency (“LWDA”) on behalf of all other allegedly aggrieved PAGA Members (defined below), and Defendants Versant Health, Inc., Superior Vision Services, Inc. Superior Benefit Management, Inc. Versant Health Holdco, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and Metlife Services and Solutions, LLC (“Defendants”) (collectively, the “Parties”). This Settlement Agreement is subject to the terms and conditions set forth below and the approval of the Court. This Settlement Agreement accurately sets forth the Parties’ PAGA representative action and class action settlement in the total amount of Three Hundred Eighty-Two Thousand Five Hundred Dollars (\$382,500) to resolve all claims, as detailed below.

I. DEFINITIONS

1. “Claims Period” shall mean the period of sixty (60) days following the mailing of the Class Notice by the Settlement Administrator. If the 60th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday. If a Class Notice is re-mailed, the Claims Period will be extended by an additional 14 days for the re-mailed Class Notice.

2. “Class Action” means the action entitled “*Ashley Hudson v. Superior Vision Services, Inc., et al.*,” Case No. 24CV008471, filed in the Superior Court of California in and for the County of Sacramento.

3. “Class Members” means all individuals employed by Davis Vision, Inc. or Superior Vision Services, Inc. or any other direct or indirect subsidiary of Versant Health, Inc. (collectively “Versant”) as non-exempt employees in California between May 1, 2020 and the Preliminary Approval Date and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California between May 1, 2020 and the Preliminary Approval Date, excluding any individuals who previously signed releases covering the Released Claims and/or Released PAGA Claims.

4. “Class Notice” means the document attached hereto as Exhibit A.
5. “Class Representative” “Plaintiff,” or “Named Plaintiff” means Plaintiff Ashley Hudson, who has been designated by Class Counsel as the Class Representative for settlement purposes.
6. “Class Settlement Payment” means the gross amount from the Net Settlement Amount to be paid to any individual Class Member under this Settlement Agreement for their Covered Class Workweeks.
7. “Complaints” collectively means both the complaint filed in the Class Action and the complaint filed in the PAGA Action. “Complaints” also includes the First Amended Class and Representative Action Complaint, filed on April 7, 2026. The Parties also agree to stipulate to stay the PAGA Action pending approval of the settlement submitted in the Class Action. Within fourteen (14) court days after the Preliminary Approval Date, the Parties will stipulate to dismiss the PAGA Action without prejudice. If the PAGA Action is not dismissed, this Settlement Agreement is null and void.
8. “Court” means the Superior Court of California in and for the County of Sacramento, which presides over both the Class Action and the PAGA Action.
9. “Covered Class Workweeks” means, as reflected on Versant’s internal records, workweeks between May 1, 2020 and the Preliminary Approval Date in which a Class Member worked for Versant as a non-exempt employee in California and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California.
10. “Covered PAGA Pay Periods” means, as reflected on Versant’s internal records, pay periods between February 26, 2023 and the Preliminary Approval Date in which a PAGA Member worked for Versant as a non-exempt employee in California and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California.
11. “Defendants” mean Defendants Superior Vision Services, Inc., Superior Vision Benefit Management, Inc., Versant Health Holdco, Inc., Versant Health, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and MetLife Services and Solutions, LLC.
12. “Defendant’s Counsel” means Morgan, Lewis & Bockius LLP.

13. “Deficient Request for Exclusion” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

14. “Effective Date” means that date on which the settlement embodied in this Settlement Agreement shall become effective after all of the following events have occurred: (i) Final Approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the Settlement Agreement becomes a Final Judgment.

15. “Final Approval” means the date on which the Court enters the Final Approval Order.

16. “Final Approval Hearing” means the hearing to be scheduled by the Court after granting preliminary approval of the Settlement.

17. “Final Approval Order” means the Court’s order approving the Settlement after the Final Approval Hearing and entering judgment.

18. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the Final Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order.

19. “Late Request for Exclusion” means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Claims Period.

20. “Litigation” means both the Class Action and PAGA Action, collectively.

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

22. “Maximum Settlement Amount” is the sum of Three Hundred Eighty-Two Thousand Five Hundred Dollars (\$382,500), which represents the maximum amount payable in this Settlement by Versant Health, Inc., and includes all attorneys’ fees, litigation costs, the Settlement Administration Expenses, the Service Enhancement to the Plaintiff, and all settlement payments to the LWDA and the Class Members, and PAGA Members. The Maximum Settlement Amount does not include the employer’s share of payroll taxes, for which Versant Health, Inc. is responsible through an additional contribution to the Qualified Settlement Fund.

23. “Motion for Preliminary Approval of Settlement” means the motion and supporting papers, including this Settlement Agreement and a proposed order preliminarily granting settlement approval consistent with the terms of this Settlement, prepared by Plaintiff’s Counsel and reviewed by Versant Health, Inc.

24. “Net Settlement Amount” means the portion of the Maximum Settlement Amount eligible for distribution to Class Members. It equals the Maximum Settlement Amount less Plaintiff’s Counsel’s attorneys’ fees and actual litigation costs, the Settlement Administration Expenses, the PAGA LWDA Payment, the PAGA Group Payment, and the Service Enhancement to the Plaintiff.

25. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

26. “PAGA Action” means the action entitled “*Ashley Hudson v. Superior Vision Services, Inc., et al.*,” Case No. 24CV008589, filed in the Superior Court of California in and for the County of Sacramento.

27. “PAGA Group Payment” means the twenty-five percent (25%) share of the \$30,000.00 (or \$7,500.00) allocated from the Maximum Settlement Amount for PAGA penalties, that will be paid to the PAGA Members.

28. “PAGA Letter” means the notice letter dated February 26, 2024 that Plaintiff served on the Labor & Workforce Development Agency.

29. “PAGA LWDA Payment” means the seventy-five percent (75%) share of the \$30,000.00 (or \$22,500.00) allocated from the Maximum Settlement Amount for PAGA penalties, that will be paid to the LWDA.

30. “PAGA Member(s)” means all individuals employed by Versant as non-exempt employees in California between February 26, 2023 and the Preliminary Approval Date and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California between February 26, 2023 and the Preliminary Approval Date.

31. “Plaintiff’s Counsel” or “Class Counsel” means Zachary M. Crosner and Jamie K. Serb of Crosner Legal, PC.

32. “Preliminary Approval Date” means the date on which the Court approves this Settlement Agreement, and the exhibits thereto, and enters an Order (i) providing for notice to the Class Members, an opportunity for Class Members to opt-out of the non-PAGA portion of the settlement, and an opportunity to submit timely objections to the non-PAGA portion of the settlement, and (ii) setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees and costs.

33. “Preliminary Approval Order” means the Order the Court enters on the Preliminary Approval Date approving this Settlement.

34. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

35. “Released Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities against Releasees, whether in law or equity, that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the Complaints and/or the PAGA Letter, and any amendments thereto. Released Claims include, but are not limited to state and/or federal claims for: failure to pay minimum wage and liquidated damages, failure to pay overtime, failure to provide meal periods or meal premiums, failure to provide rest periods or rest premiums, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and, unfair competition in violation of the California Business & Professions Code, and/or all penalties under the California Labor Code and California’s Wage Orders, claims under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, et seq. (“FLSA”), and claims derivative of and/or related to those claims, including those under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended. (“ERISA”), from May 1, 2020 through the Preliminary Approval Date.

36. “Released PAGA Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities against Releasees, under PAGA that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the Complaints and/or the PAGA Letter, and any amendments thereto. Released PAGA Claims include, but are not limited to, claims for failure to pay minimum wage and pay for all hours worked, failure to pay overtime,

failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, failure to provide suitable resting facilities, unlawful deductions, failure to provide reporting time pay, day of rest violations, sick leave violations, failure to provide suitable seating (Sections 14(A) and (B)), failure to pay vested vacation/paid time off, violation of Labor Code 208, and the use of unlawful agreements, including unlawful criminal history inquiries, unlawful PAGA waivers, and violation of Labor Code 432.6 from February 26, 2023 through the Preliminary Approval Date.

37. “Releasees” means Superior Vision Services, Inc., Superior Vision Benefit Management, Inc., Versant Health Holdco, Inc., Versant Health, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and MetLife Services and Solutions, LLC, and all of their current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

38. “Request for Exclusion” means a signed request from a Class Member to be excluded from the non-PAGA portion of this Settlement.

39. “Service Enhancement” means the incentive payment paid to Plaintiff in an amount not to exceed \$10,000, for Plaintiff’s efforts and work in prosecuting the Action.

40. “Settlement Administration Expenses” means all settlement administration fees and costs, including those for the Settlement Administrator, in effectuating the Settlement and approved by the Court in an amount not to exceed \$7,000.00.

41. “Settlement Administrator” means Simpluris Class Action Administration, or any other third-party settlement administrator that the Parties jointly select.

42. “Settlement Agreement” or “Settlement” will mean this Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release.

43. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not opt out of the non-PAGA portions of this Settlement or who opt out but subsequently rescind the opt-

out in a timely manner.

II. LITIGATION BACKGROUND

44. On February 26, 2024, Plaintiff served the LWDA by mail with a PAGA notice letter which stated that Plaintiff intended to seek civil penalties against Defendants for alleged violations of the California Labor Code.

45. On May 2, 2024, Plaintiff separately filed a class action Complaint and a representative action Complaint under PAGA against Defendants in the Superior Court of California for the County of Sacramento.

46. Defendants deny Plaintiff's claims and assert that they have complied fully with all applicable labor laws and wage orders. Consequently, Defendants do not believe that any liability to Plaintiff, the State of California or the LWDA, or to any other individual whom Plaintiff seeks to represent exists, or that Plaintiff, the State of California or the LWDA, or any other individual whom Plaintiff seeks to represent are entitled to any recovery in the Litigation.

47. On July 18, 2025, counsel for the Parties participated in a mediation with experienced mediator Mike Young, Esq. With Mr. Young's assistance, the Parties negotiated a complete settlement of Plaintiff's claims. The terms of the settlement are now set forth in complete and final form in this Settlement.

48. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute an admission of any form of wrongdoing or liability on the part of Defendants or the validity of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. Plaintiff and Defendants intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Litigation.

49. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims against the Releasees arising from or related to the Litigation.

50. It is the intention of the Parties that this Settlement Agreement will constitute a full and

complete settlement and release of the class and representative claims averred in the Litigation by the Plaintiff, both individually, on behalf of any other individual whom Plaintiff seeks to represent, and as a proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the Releasees.

III. JURISDICTION AND VENUE

51. This Court has jurisdiction over the Parties and the subject matter of this Settlement Agreement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

52. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

53. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person, and the Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person. Defendants also maintain that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for class, collective, and/or representative action treatment or manageable pursuant to California Code of Civil Procedure Section 382, California Labor Code § 2698 *et seq.*, the Fair Labor Standards Act, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Litigation. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Litigation or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff in the Litigation against Defendants.

54. Furthermore, nothing in this Settlement Agreement will be considered a form of waiver of any of the alternative dispute resolution provisions contained in Defendants' Arbitration Agreements or any other applicable alternative dispute resolution agreement with Defendants, and Defendants expressly do not waive any right to enforce arbitration agreements and class, collective, and representative action waivers in any other circumstance.

B. Certification

55. The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph 3 above as to all claims asserted in the Complaint pursuant to state law. If, for any reason, the Court does not approve this Settlement Agreement, fails to enter the Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, Defendants shall retain the absolute right to dispute the propriety of class and/or collective action certification and/or the ability of this action to proceed as a representative action on all applicable grounds.

56. The Parties further stipulate that, for settlement purposes only, Plaintiff's Counsel may be appointed Class Counsel and that Named Plaintiff may be appointed as Class Representative. Versant Health, Inc.'s stipulation to this settlement class shall in no way be considered any form of waiver to any alternative dispute resolution. Versant Health, Inc.'s stipulation to this settlement class shall not be construed as an admission or acknowledgment of any kind that any class or collective action should be certified or given class or collective action treatment. The Settlement Class may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff's Counsel may be preliminarily and conditionally appointed as Class Counsel.

C. Non-Approval By The Court

57. If this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality and non-disclosure provisions in Section XIII and the non-admission provisions in Section IV.A;

- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and
- (d) Defendants do not waive, and instead expressly reserve their right to challenge the propriety of the Action proceeding as a representative action, class action, or collective action.

D. Settlement Payments

58. Versant Health, Inc. agrees to pay a Maximum Settlement Amount of Three Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents (\$382,500.00), and the Parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- (a) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court attorneys' fees up to \$127,500.00, which is 1/3 of the Maximum Settlement Amount and actual litigation costs up to \$30,000.00, totalling \$157,500.00. Defendants will not oppose Plaintiff's application up to these amounts so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (b) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court a Service Enhancement award to Plaintiff not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), which Defendants will not oppose so long as Plaintiff and Plaintiff's Counsel are not in breach of the Settlement Agreement.
- (c) From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount currently estimated at \$7,000.00.

- (d) From the Maximum Settlement Amount, a payment of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) to the LWDA (the PAGA LWDA Payment), representing the LWDA's 75% share of the settlement attributable to PAGA penalties.
- (e) From the Maximum Settlement Amount, a payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be allocated among PAGA Members based on PAGA Members' Covered PAGA Pay Periods, as reflected on Defendants' internal records (the PAGA Group Payment). Individual PAGA Group Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.
- (f) From the Net Settlement Amount (*i.e.*, the remainder of the Maximum Settlement Amount, including interest accruing to it, after payments have been made for attorneys' fees and litigation expenses, the Service Enhancement, the Settlement Administration Expenses, the PAGA LWDA Payment, and the PAGA Group Payment), settlement payments will be allocated among Class Members based on their eligible employee service time for Covered Class Workweeks. Individual Class Settlement Payments will be calculated as follows: the numerator shall be the number of the Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Class Members; this fraction shall be multiplied by the Net Settlement Amount.
- (g) Settlement Class Members and PAGA Members will receive separate checks for their individual Class Settlement Payment and PAGA Group payment amount.
- (h) Versant Health, Inc. estimates that the number of Covered Class Workweeks for

all Class Members is approximately 17,000 (the “Estimated Workweek Amount”). If the amount of Covered Class Workweeks for all Class Members should exceed the Estimated Workweek Amount by more than ten percent (10%), then Versant Health, Inc. shall have the option to either: (i) increase the Maximum Settlement Amount by the percentage in excess of the 10% difference between the Estimated Workweek Amount and the Covered Class Workweeks; or (ii) modify the end date, to the extent there is any impact, of the Covered Class Workweeks, Covered PAGA Pay Periods, Released Claims, and/or Released PAGA Claims to an earlier date that would reduce the total number of Covered Class Workweeks proportionately to the excess percentage.

- (i) If the Court approves a lesser amount of attorneys’ fees and litigation costs and expenses, the Service Enhancement, and/or Settlement Administrator Expenses, than those sought by Plaintiff and Plaintiff’s Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to the Settlement Class Members. Plaintiff’s Counsel agrees not to appeal any reduction in the award of fees by the Court, but have the option to argue at the Final Approval Hearing to receive 1/3 in fees. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court’s approval of Plaintiff’s Counsel’s petition for fees and costs or the amount of any Service Enhancement award.
- (j) The Settlement Administrator will disburse monies from the Maximum Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (k) The Settlement Administrator will issue settlement checks to the Settlement

Class Members, PAGA Members, and the LWDA under this Settlement Agreement, as well as the Service Enhancement to the Plaintiff and attorneys' fees and costs awarded to Plaintiff's Counsel, by sending such payments by mail, wire, or other reliable means to the respective recipients as specified below.

E. Objections

59. Only Settlement Class Members may object to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement are not eligible to object to the Settlement. All objections should be sent no later than sixty (60) days after the mailing of the Class Notice. Anyone who wishes to object to the settlement, but does not send in a written objection, may appear in Court at the Final Approval Hearing to state their objection to the Court. Anyone who fails to object either in writing or in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order issued by the Court. The Parties may file a response to any objections submitted by objecting Settlement Class Members at or prior to the Final Approval Hearing. The Parties may request additional time from the Court to respond to any oral objections made by Settlement Class members at the Final Approval Hearing. Settlement Class Members shall be permitted to withdraw their objections by submitting a withdrawal statement to the Settlement Administrator. All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

F. Opt Outs

60. All Class Members will be bound by the release of Released Claims unless they formally opt out.

61. Class Members who wish to "opt-out" of and be excluded from the non-PAGA portion of this settlement must submit a written Request for Exclusion from the Settlement Agreement to the Settlement Administrator bearing a post-mark from a date within the Claims Period. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment. The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the Class Member desires to

exclude himself or herself from the case; and (c) the last four digits of the Class Member's social security number. If a Class Member submits a Deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Claims Period or five (5) business days after the close of the Claims Period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Settlement Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Requests for Exclusion without the written authorization of Defendants.

62. All PAGA Members will be bound by the release of Released PAGA Claims and may not opt out of the Settlement Agreement as to the Released PAGA Claims.

G. Released Claims

63. Upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant's share of applicable employer payroll taxes owed thereon, each Settlement Class Member and the Named Plaintiff shall be deemed to have fully, finally, and forever released Releasees from all Released Claims as set forth in Section VIII. Plaintiff, in conjunction with her execution of this Settlement Agreement and requesting her Service Enhancement, will also enter into the General Release as set forth in Section VIII.B.

H. Released PAGA Claims

64. Upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant's share of applicable employer payroll taxes owed thereon, Plaintiff individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiff acting as the proxy and agent for the State of California and the LWDA and as a Private Attorney

General acting on behalf of all allegedly aggrieved current and former employees of Defendants, will be deemed to have fully, finally, and forever released the Releasees from all Released PAGA Claims as set forth in Section VIII.

I. Entry of Judgment

65. At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) finally certify the Settlement Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members, and PAGA Members; (d) enter an order permanently enjoining all Settlement Class Members, and PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Agreement; and (e) incorporate the terms of this Settlement Agreement.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

66. The Settlement Administrator will create a Qualified Settlement Fund to be funded by the Maximum Settlement Amount paid by Versant Health, Inc. and administered by the Settlement Administrator. The Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Final Approval Order and Judgment or if the Effective Date does not occur, Versant Health, Inc. shall not be obligated to wire the aforementioned funds.

67. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be

responsible for and the Settlement Administration Expenses will cover: (a) calculating each Class Member's potential recovery of the Net Settlement Amount, and the PAGA Group Payment; (b) preparing and mailing to all Class Members the Class Notice with estimated Class Settlement Payment amounts and (if applicable) PAGA Group Payment amounts, and instructions on how to opt out of or object to the non-PAGA portion of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and Defendant's Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and Defendant's Counsel a weekly report of activity; (e) establishing a toll-free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) determining and paying the final amounts due to be paid to Settlement Class Members and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (g) calculating and determining the PAGA LWDA Payment, and preparing and mailing that payment to the LWDA; (h) issuing to Plaintiff, Plaintiff's Counsel, Settlement Class Members and PAGA Members any tax forms as may be required by applicable law for all amounts paid pursuant to this Settlement Agreement; (i) forwarding all taxes and penalties to the appropriate government authorities; (j) preparing and mailing the amount of attorneys' fees and litigation costs awarded to Plaintiff's Counsel from the Maximum Settlement Amount; (k) preparing and mailing the Service Enhancement awarded to Plaintiff from the Maximum Settlement Amount; (l) reporting to Class Counsel, Defendant's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (m) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

68. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

69. When and if the Court grants Final Approval of the Settlement, and the Effective Date as

defined herein has passed, the Settlement Administrator shall prepare a final list of all Settlement Class Members and PAGA Group members. For each Settlement Class Member and PAGA Member on this list, the Settlement Administrator will calculate the amounts due to each Settlement Class Member and PAGA Member and issue checks payable to said Settlement Class Members and PAGA Members. The Settlement Administrator shall provide this list and the calculations of the individual settlement amounts to Defendants within seven (7) days after the Effective Date.

70. Except for the Service Enhancement described above to be paid to the Named Plaintiff, all Class Settlement Payments to Settlement Class Members shall be allocated as follows: 33 1/3% of each individual settlement payment as unpaid wages, which will be reported on an IRS Form W-2 with applicable withholdings; and 66 2/3% of each individual settlement payment as non-wage recovery, including interest and penalties, which will be reported on an IRS Form 1099 without withholdings. These payments will be made on two separate checks. All PAGA Group Payments will be allocated entirely to statutory penalties and will be reported on an IRS Form 1099 without withholdings. PAGA Members will receive this payment on a third check. Versant is responsible for paying the employer tax contributions on the amounts allocated as unpaid wages as required by law. The Named Plaintiff and Settlement Class Members must pay their own portion of payroll and all applicable income taxes on the portion of the Class Settlement Payment representing unpaid wages, and such amounts will be withheld from the individual settlement payments. The Named Plaintiff, Settlement Class Members, and PAGA Members shall be exclusively liable for any and all tax liability on the amounts allocated as non-wage recovery. The Settlement Administrator shall be responsible for the timely reporting and remitting of the Employer Payroll Tax Payment to the appropriate taxing authorities and shall indemnify Versant for any penalty arising out of an incorrect calculation and/or interest with respect to late payment of the same. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

71. The Service Enhancement to the Named Plaintiff shall be treated as compensation for non-wage related claims and injuries and shall be reported on an IRS Form 1099 without withholdings.

72. All portions of Class Settlement Payments to the Named Plaintiff and/or Settlement Class Members that are allocated as unpaid wages under this Settlement Agreement shall be considered compensation for disputed wages of Settlement Class Members during the period of employment with Defendants. To the extent any individual settlement payment results in any overpayment of unemployment benefits to the Named Plaintiff and/or any Settlement Class Member the amount of any such overpayment shall be the responsibility of the individual Named Plaintiff and/or Settlement Class Member.

73. Payments will be sent by check to all Settlement Class Members and PAGA Members with notice.

B. Circular 230 Disclaimer.

74. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

75. After all payments have been disbursed from the QSF, the Settlement Administrator shall

dissolve the QSF and file a return (SF-1120) with the IRS.

D. Notice to Class Members

76. Within thirty (30) days after the Preliminary Approval Date, Versant Health, Inc. shall provide to the Settlement Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates worked for Covered Class Workweeks and Covered PAGA Pay Periods. Class Member data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Member data will be subject to the Settlement Administrator's confidentiality agreement and shall not be disclosed to the Named Plaintiff, Class Counsel, or any other Class Members without the written consent of Versant Health, Inc.

77. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the Class Notice is received by Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class Member whose Class Notice is returned as undeliverable.

78. Within thirty (30) days of receiving the Class Member data from Versant Health, Inc. and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide Versant Health, Inc. with a report listing the estimated settlement payment amounts to each Class Member.

79. Class Members shall have forty-five (60) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the 460th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. If a Class Notice is re-mailed, the deadline to opt out of the Class or object to the Settlement will be extended by fourteen (14) calendar

days. After recalculating estimated settlement allocations to account for opt-outs, Settlement Class Members and PAGA Members will receive their allocation from the settlement fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator. There will be no payments for Covered Class Workweeks made to Class Members who opt out of this Settlement.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

80. The Settlement Administrator shall calculate pro rata Class Settlement Payments out of the Net Settlement Amount to Class Members and pro rata individual PAGA Group Payments to PAGA Members as described in Paragraph 58 of this Settlement Agreement, and based on Versant's internal records.

81. In addition, Versant Health, Inc., through the Settlement Administrator, shall also make a payment to the California LWDA for the PAGA LWDA Payment as consideration for the release of all PAGA claims that are the subject of the Action on behalf of the State of California.

B. Eligibility for Settlement Payments:

82. Class Members who have not opted out of the settlement will be considered Settlement Class Members eligible to receive a share of the Class Settlement Payment. Class Members with Covered PAGA Pay Periods will be eligible to receive a share of the PAGA Group Payment in addition to the Class Settlement Payment. Any Class Member who timely opts out pursuant to the procedures set forth herein is not a Settlement Class Member and is not eligible to receive a Class Settlement Payment. However, Class Members who timely opt out of the Settlement but who are PAGA Members will receive an individual PAGA Group Payment and will be bound by the release of Released PAGA Claims.

83. Each Class Notice mailed to a Class Member will identify his or her dates of employment, or placement to provide services, for the Covered Class Workweeks and Covered PAGA Pay Periods that Versant's records indicate the individual worked as a Class Member and/or PAGA Member, and will estimate each Class Member's pro rata share of the Net Settlement Amount, and their share, if any, of the PAGA Group Payment.

84. Settlement Class Members and PAGA Members will have the right to challenge only their dates of employment for the Covered Class Workweeks or Covered PAGA Pay Periods, as shown on the Class Notice. Settlement Class Members' and PAGA Members' challenges to their dates of employment for the Covered Class Workweeks or Covered PAGA Pay Periods listed on the Class Notice shall be sent directly to the Settlement Administrator at the address indicated on the Class Notice. Any challenge must be made during the Claims Period. The Settlement Administrator will inform Class Counsel and Versant Health, Inc.'s Counsel in writing of any timely filed challenges. Versant's records are presumed to be accurate unless the Settlement Class Member or PAGA Member submits documentation demonstrating otherwise, *i.e.*, a Settlement Class Member or PAGA Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's workweeks, Defendant's Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the Settlement Class Member or PAGA Member making the challenge. Versant Health, Inc. will decide whether the Settlement Class Member's or PAGA Member's challenge shall be accepted. Versant Health, Inc.'s decision is final and binding without a right of appeal.

85. The Settlement Administrator shall: (a) date stamp all original Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Defendant's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped Requests for Exclusion received to be filed with the Court.

86. The Settlement Administrator shall also: (a) date stamp all original rescissions of Requests for Exclusion it receives; (b) serve copies on Class Counsel and Defendant's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Court's Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped rescissions of Requests for Exclusion received to be filed with the Court.

VII. DISTRIBUTION OF NET SETTLEMENT AMOUNT

A. Process and Deadlines

87. Within seven (7) days after the Effective Date, the Settlement Administrator shall make

the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members. Upon completion of its final calculation of payments, the Settlement Administrator shall provide Defendants' Counsel with a report listing the amount of all Class Settlement Payments to be made to each Settlement Class Member and all individual PAGA Group Payments to be made to each PAGA Member.

88. Within 14 days after the Effective Date, Versant Health, Inc. will provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator, in addition to Versant Health, Inc.'s share of employer payroll taxes for the payments reportable on IRS Form W-2.

89. Within 30 days after the Effective Date, the Settlement Administrator shall distribute and pay all Class Settlement Payment checks to the Settlement Class Members, issue checks to the PAGA Members for their individual PAGA Group Payments, issue a check to the LWDA for the PAGA LWDA Payment, pay the Named Plaintiff her Service Enhancement payment, and pay Class Counsel's attorneys' fees and costs. The Class Settlement Payment checks shall include the following statement:

"By signing and negotiating this check, I affirm that I have elected to opt in to the settlement of the Released Claims under the FLSA relating to the action *Ashley Hudson v. Superior Vision Services, Inc., et al*, pending in the Superior Court of California for the County of Sacramento as Case No. 24CV008471, and hereby release those FLSA claims included in the Released Claims."

B. Uncashed Settlement Checks

90. Settlement Class Members and PAGA Members will have 180 calendar days after mailing by the Settlement Administrator to cash settlement checks and will be so advised of such deadline. If such Settlement Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a verification/declaration signed under penalty of perjury that it has mailed the settlement checks to Settlement Class Members and/or PAGA Members, and if uncashed, that such amounts have been sent to the Controller of the State of California to be held

pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.* in the name of the Settlement Class Member and/or PAGA Member to whom the uncashed check was addressed, for the benefit of those Settlement Class Members and/or PAGA Members who did not cash their checks until such time as they claim their property.

VIII. RELEASE OF CLAIMS

A. Release by Plaintiff, Settlement Class Members, PAGA Members, and the LWDA

91. Upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant's share of applicable employer payroll taxes owed thereon, Plaintiff and each and every Settlement Class Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Releasees from any and all Released Claims. All Settlement Class Members shall be bound by the release, unless they formally opt-out.

92. Upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant's share of applicable employer payroll taxes owed thereon, Plaintiff, on behalf of herself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Releasees from any and all Released PAGA Claims. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have formally opted out of the Settlement Class.

93. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Claims as defined in Paragraph 35. Upon the Effective Date, Plaintiff, the LWDA, and each and every Settlement Class Member and PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

94. Plaintiff agrees that this Settlement Agreement is further conditioned upon her individual covenant not to participate in any further proceedings seeking damages, penalties, or other remedies for any Released Claims or Released PAGA Claims. Plaintiff agrees that the Settlement is fair and reasonable and will participate in the settlement.

B. General Release by Plaintiff

95. For and in accepting the consideration of the Service Enhancement awarded, Plaintiff will further make a general release (the “General Release”) on behalf of herself and her heirs, executors, administrators, representatives, successors and assigns, of the Releasees, to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, lawsuits, attorneys’ fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known and unknown, asserted and unasserted, which against the Releasees, Plaintiff (and her heirs, executors, administrators, representatives, successors and assigns) may now have or hereafter later determines that Plaintiff has or had upon or of the Preliminary Approval Date. This includes all of Plaintiff’s claims against the Releasees related to or arising out of Plaintiff’s engagement and/or employment with the Releasees, and/or the cessation of engagement, employment or purported employment therefrom. These claims expressly include, but are not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the FLSA, the Equal Pay Act, ERISA, including, but not limited to, breach of fiduciary duty and equitable claims arising under § 1132(a)(3), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer Protection Act, the California Family Rights Act (“CFRA”), California Equal Pay Law, California Whistleblower Protection Laws Cal. Bus. And Prof. Code § 17200 *et seq.* (“UCL”), the California Fair Employment and Housing Act, and any and all claims related to the following: failure to pay minimum wages and pay for all hours worked; failure to pay overtime; failure to provide meal periods; failure to provide rest periods; failure to pay meal and rest break premiums; failure to timely pay wages during employment; failure to timely pay wages upon separation; failure to provide reimbursement for necessary business-related

expenditures; failure to furnish accurate wage statements; damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the California Labor Code and the Industrial Welfare Commission Wage Orders; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or PAGA; and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy (including but not limited to under the FLSA), contract or tort law, or any claim related to whistleblowers or retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Releasees, including any claim for attorneys' fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date of this General Release; provided, however, that Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict Plaintiff's ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further provided, however, that Plaintiff does not waive any rights with respect to, or release the Releasees from, any claims for California Workers' Compensation benefits, unemployment insurance or indemnification provided by state law (except that Plaintiff hereby releases and waives any claims that her termination was to avoid payment of such benefits or payments or that, as a result of her termination, she is entitled to additional benefits or payments); and further provided, however, that Plaintiff does not release any claim that cannot be released by private contract or for breach of the terms of the Settlement Agreement, subject

to the confidentiality obligations in Section XIII below. Plaintiff's General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Releasees to the maximum extent permitted by law.

96. Thus, for the purpose of implementing a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such claim or claims.

97. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that Plaintiff or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against the Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment or engagement with the Releasees or the cessation of that employment or engagement. Plaintiff and Versant Health, Inc. further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

98. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides as follows:

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.

Plaintiff warrants that she has read this Settlement Agreement, including the waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing and specifically about the waiver of section 1542, that she understands this Agreement and the section 1542 waiver, and that she freely and knowingly enters into this Agreement, this General Release, and the section 1542 waiver.

99. Plaintiff further agrees that, unless required to do so by law, she will not testify, provide documents, or otherwise participate, or request others to participate on her behalf, in any proceeding or litigation that is related to any conduct by any Releasee as of the date of this Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the Securities and Exchange Commission (“SEC”) or any other federal regulatory or law enforcement agency or self-regulatory organization (“SRO”); (ii) testifying, participating, or otherwise assisting in a proceeding relating to an alleged violation of any federal law relating to fraud or any rule or regulation of the SEC or any SRO; or (iii) complying with a lawful subpoena or other legal process, subject to the terms of the Settlement Agreement.

100. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the Parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon the Parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Versant Health, Inc. may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Section XII.

101. Plaintiff further covenants that she will not participate in any other legal actions against the Releasees and will opt-out of those actions if she becomes aware of such actions. Plaintiff further

agrees that any other dispute relating to her employment with the Releasees will be subject to alternative dispute resolution under any applicable arbitration agreement.

102. Plaintiff will certify that she has returned all of Versant's property in Plaintiff or her attorney's possession, custody, or control, including without limitation, proprietary or confidential information, equipment, telephones, credit cards, keys, pagers, documents, computers and computer discs, personal data assistants, files and data, other than records related solely to Plaintiff's own compensation or benefits.

IX. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

103. Plaintiff's Counsel, subject to Versant Health, Inc.'s approval, will submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement. At least three (3) business days before submission to the Court, Plaintiff will provide a draft of the Motion for Preliminary Approval of Settlement and supporting papers to Versant Health, Inc. for its review and comment. The motion shall seek an order:

- (a) Preliminarily approving the settlement;
- (b) Approving as to form and content the proposed Class Notice;
- (c) Directing the mailing of the Class Notice to Class Members;
- (d) Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Named Plaintiff and Plaintiff's Counsel as representatives of the Settlement Class;
- (e) Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
- (f) Preliminarily approving the Service Enhancement payment to Named Plaintiff as Class Representative;
- (g) Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Plaintiff's Counsel;
- (h) Pending the Final Approval Hearing, enjoining Plaintiff and all Class Members

and anyone acting on behalf of any Class Member, until the Class Member opts out, from: further prosecution of the Action; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class action basis any action, claim or proceeding against Releasees in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking certification of a class action that involves any such claims; and

- (i) Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class and PAGA Members.

104. In conjunction with Plaintiff's Motion for Preliminary Approval, Plaintiff's Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

105. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Versant Health, Inc.'s Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Versant Health, Inc.'s Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to seek to modify the Agreement and otherwise satisfy the Court's concerns.

106. Plaintiff's Counsel shall provide the Court at least five days prior to the Final Approval Hearing a declaration by the Settlement Administrator of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

107. Plaintiff's Counsel represents that they do not currently represent any current or former employee, other than Plaintiff, who is intending to bring claims against any Releasees.

X. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

108. The Parties will submit a proposed Final Approval Order, which shall include findings

and orders:

- (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (b) Approving the payment of a Service Enhancement to the Named Plaintiff as Class Representative;
- (c) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs;
- (d) Releasing and extinguishing all Released Claims upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount and any employer's share of payroll taxes thereon to the Settlement Administrator;
- (e) Permanently enjoining all Settlement Class Members and PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Settlement Agreement; and
- (f) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

109. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (a) Should an appeal be taken from the Final Approval Order, all Parties will support the approval order approving this Settlement Agreement on appeal;
- (b) Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from the Net Settlement Amount and/or PAGA Group Payment and assuring delivery of such payments;
- (c) Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;
- (d) Class Counsel and Defendant's Counsel will cooperate with each other and assist

the Settlement Administrator as needed; and

- (e) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

XI. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

110. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 30 days after the Preliminary Approval Date	Versant Health, Inc. to provide the Settlement Administrator the Class Member information, including name(s), last known residence addresses, Social Security numbers, and the number of Covered Class Workweeks and Covered PAGA Pay Periods.
Within 30 days after receipt of Class Member data from Versant Health, Inc.	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to provide Defendant's Counsel with estimated Class Settlement Payments to each Class Member and PAGA Group Payments to each PAGA Member.
60 days after mailing Class Notice	Deadline for Class Members to opt-out or object.
1 business day before Final Approval Hearing	Last day to rescind objections or opt-outs.

Effective Date	Following entry of the Final Approval Order and Judgment, the latest of the following dates: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment. (60 days after entry of the Court's Final Approval Order, if no appeals are filed)
Within 7 days after the Effective Date	Settlement Administrator to make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Defendant's Counsel with a report listing the calculations and amount of all payments to be made to each Settlement Class Member and PAGA Member.
Within 14 days after the Effective Date	Versant Health, Inc. to transfer the Maximum Settlement Amount to the Settlement Administrator to be deposited into the QSF.
Within 30 days after the Effective Date	Settlement Administrator to distribute and pay settlement checks to the LWDA, the Settlement Class Members and the PAGA Members, pay the Plaintiff her Service Enhancement, and pay Plaintiff's Counsel the attorneys' fees and costs approved and awarded by the Court.
180 days after distribution of settlement checks	Expiration of settlement checks issued to Settlement Class Members and PAGA Members.
120 days after distribution of settlement checks	Uncashed checks presented to Controller of the State of California Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Plaintiff's Counsel and Versant Health, Inc.

XII. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

111. Versant Health, Inc. has the right to withdraw from the Settlement at any time prior to the Effective Date if: (a) the Settlement is construed by the Court in such a fashion that Versant Health, Inc. is required to pay more than the Maximum Settlement Amount and Versant Health, Inc.'s share of applicable employer payroll taxes; (b) the Court denies approval of the Settlement or any material terms thereof (excluding any reduction of Plaintiff and Plaintiff's Counsel's requests for attorneys' fees, litigation costs and expenses, and the Service Enhancement); (c) the Court does not certify the Settlement

Class, or does not order the release of claims as set forth in this Settlement Agreement or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; (d) 5% or more of the Class Members elect to “opt out” of the Settlement Class; or (e) Plaintiff or Plaintiff’s counsel breaches this Settlement Agreement.

112. If for any reason the Settlement Agreement is not finally approved, or Versant Health, Inc. withdraws from the Settlement, this Settlement Agreement and any related settlement documents (including the Parties’ memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XIII and the non-admission provisions in Section IV.A. In such an event, neither this Settlement Agreement, nor the parties’ memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and Versant Health, Inc. will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

113. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto, and approved by the Court.

XIII. CONFIDENTIALITY AND PUBLICITY

114. Names of Class Members will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiff or Plaintiff’s Counsel and will only file such information under seal if necessary, except the Settlement Administrator may disclose, in a declaration filed publicly with the Court, the names of Class Members who submitted valid and timely Requests for Exclusion. Plaintiff’s Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Action only, and may not be used for any purpose or in any other action or proceeding.

115. Plaintiff and Plaintiff’s Counsel agree not to disclose the terms of this settlement except in court papers or if required by legal process, except that Plaintiff’s counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their

experience to a court. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. In the event that Plaintiff and/or Plaintiff's Counsel believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process, such as a subpoena) to make disclosures regarding the terms of this settlement or Settlement Agreement, they must notify Versant Health, Inc.'s Counsel, Carrie A. Gonell, by email at carrie.gonell@morganlewis.com, within three (3) business days of receiving such notice that gives Plaintiff and/or Plaintiff's Counsel reason to believe they are so obligated, and they shall take reasonable steps to maintain the confidentiality of this settlement and Settlement Agreement, including by filing any required disclosures under seal.

XIV. PARTIES' AUTHORITY

116. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XV. MUTUAL FULL COOPERATION

117. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation of Versant Health, Inc. and Defendants' Counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XVI. NOTICES

118. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the

third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

Zachary M. Crosner
Jamie K. Serb
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
zach@crosnerlegal.com
jamie@crosnerlegal.com

To Defendants' Counsel:

Carrie A. Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any Party changes, or their address changes, that Party will notify all other Parties of the change in writing.

XVII. MISCELLANEOUS PROVISIONS

A. Captions and Titles

119. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

120. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be

considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that Party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

121. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

D. Governing Law

122. The rights and obligations of the Parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

123. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by any Releasees. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Versant’s sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Versant’s benefit plan, policy, or bonus program. Versant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

124. This Settlement Agreement contains the entire agreement between the Parties relating to

the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

125. This Settlement Agreement will be binding upon the Parties and inure to the benefit of the Releasees hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, 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 rights herein released and discharged except as set forth herein.

H. Counterparts and Electronic Signatures

126. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF ASHLEY HUDSON

Dated: 04 / 22 / 2026 _____



Ashley Hudson

VERSANT HEALTH, INC.

Dated: _____

Name: _____
Title: _____

the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

125. This Settlement Agreement will be binding upon the Parties and inure to the benefit of the Releasees hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, 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 rights herein released and discharged except as set forth herein.

H. Counterparts and Electronic Signatures

126. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

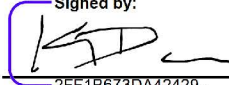
PLAINTIFF ASHLEY HUDSON

Dated: _____

Ashley Hudson

VERSANT HEALTH, INC.

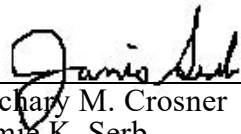
Dated: 4/23/2026 | 5:34 PM EDT

Signed by:

2FF1B673DA42429
Name: Kimberly Davis
Title: Chief Financial Officer

APPROVED AS TO FORM

Dated: April 23, 2026

CROSNER LEGAL, PC



Zachary M. Crosner
Jamie K. Serb

Attorneys for Plaintiff Ashley Hudson

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____

Carrie A. Gonell
Attorneys for Defendants Superior Vision
Services, Inc., Superior Vision Benefit
Management, Inc., Versant Health Holdco, Inc.,
Versant Health, Inc., Versant Health
Consolidations Corp., and Versant Health Lab,
LLC

APPROVED AS TO FORM

Dated: _____

CROSNER LEGAL, PC

Zachary M. Crosner
Jamie K. Serb

Attorneys for Plaintiff Ashley Hudson

MORGAN, LEWIS & BOCKIUS LLP

Dated: April 23, 2026 _____



Carrie A. Gonell
Attorneys for Defendants Superior Vision
Services, Inc., Superior Vision Benefit
Management, Inc., Versant Health Holdco, Inc.,
Versant Health, Inc., Versant Health
Consolidations Corp., and Versant Health Lab,
LLC

Exhibit 2

**AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

This [Amended](#) Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Ashley Hudson (“Plaintiff”), individually and on behalf of other similarly situated Class Members (defined below), Plaintiff as a proxy of the State of California and the California Labor and Workforce Development Agency (“LWDA”) on behalf of all other allegedly aggrieved PAGA Members (defined below), and Defendants Versant Health, Inc., Superior Vision Services, Inc. Superior Benefit Management, Inc. Versant Health Holdco, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and Metlife Services and Solutions, LLC (“Defendants”) (collectively, the “Parties”). This Settlement Agreement is subject to the terms and conditions set forth below and the approval of the Court. This Settlement Agreement accurately sets forth the Parties’ PAGA representative action and class action settlement in the total amount of Three Hundred Eighty-Two Thousand Five Hundred Dollars (\$382,500) to resolve all claims, as detailed below.

I. DEFINITIONS

1. “Claims Period” shall mean the period of ~~forty-fivesixty~~ (4560) days following the mailing of the Class Notice by the Settlement Administrator. If the ~~45th-60th~~ day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday. [If a Class Notice is re-mailed, the Claims Period will be extended by an additional 14 days for the re-mailed Class Notice.](#)

2. “Class Action” means the action entitled “*Ashley Hudson v. Superior Vision Services, Inc., et al.*” Case No. 24CV008471, filed in the Superior Court of California in and for the County of Sacramento.

3. “Class Members” means all individuals employed by Davis Vision, Inc. or Superior Vision Services, Inc. or any other direct or indirect subsidiary of Versant Health, Inc. (collectively “Versant”) as non-exempt employees in California between May 1, 2020 and the Preliminary Approval Date and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California between May 1, 2020 and the Preliminary Approval Date, excluding any

individuals who previously signed releases covering the Released Claims and/or Released PAGA Claims.

4. “Class Notice” means the document attached hereto as Exhibit A.

5. “Class Representative” “Plaintiff,” or “Named Plaintiff” means Plaintiff Ashley Hudson, who has been designated by Class Counsel as the Class Representative for settlement purposes.

6. “Class Settlement Payment” means the gross amount from the Net Settlement Amount to be paid to any individual Class Member under this Settlement Agreement for their Covered Class Workweeks.

7. “Complaints” collectively means both the complaint filed in the Class Action and the complaint filed in the PAGA Action. “Complaints” ~~will~~ also includes the following First Amended Class and Representative Action Complaint, filed on April 7, 2026. :- Within five (5) days of the execution on this Stipulation, the Parties will stipulate for leave for Plaintiff to file an Amended Class and Representative Complaint in the Class Action that embraces all claims pled in the PAGA Action, the Class Action, any notices Plaintiff provided to the state pursuant to PAGA, and all enumerated claims in the Released Claims or the Released PAGA Claims. This Settlement Agreement is contingent on the filing and acceptance by the Court of such an amended complaint in a form approved by Defendant. The Parties also agree to stipulate to stay the PAGA Action pending approval of the settlement submitted in the Class Action. Within fourteen (14) court days after the Preliminary Approval Date, the Parties will stipulate to dismiss the PAGA Action without prejudice. If the PAGA Action is not dismissed, this Settlement Agreement is null and void.

8. “Court” means the Superior Court of California in and for the County of Sacramento, which presides over both the Class Action and the PAGA Action.

9. “Covered Class Workweeks” means, as reflected on Versant’s internal records, workweeks between May 1, 2020 and the Preliminary Approval Date in which a Class Member worked for Versant as a non-exempt employee in California and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California.

10. “Covered PAGA Pay Periods” means, as reflected on Versant’s internal records, pay

periods between February 26, 2023 and the Preliminary Approval Date in which a PAGA Member worked for Versant as a non-exempt employee in California and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California.

11. “Defendants” mean Defendants Superior Vision Services, Inc., Superior Vision Benefit Management, Inc., Versant Health Holdco, Inc., Versant Health, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and MetLife Services and Solutions, LLC.

12. “Defendant’s Counsel” means Morgan, Lewis & Bockius LLP.

13. “Deficient Request for Exclusion” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

14. “Effective Date” means that date on which the settlement embodied in this Settlement Agreement shall become effective after all of the following events have occurred: (i) Final Approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the Settlement Agreement becomes a Final Judgment.

15. “Final Approval” means the date on which the Court enters the Final Approval Order.

16. “Final Approval Hearing” means the hearing to be scheduled by the Court after granting preliminary approval of the Settlement.

17. “Final Approval Order” means the Court’s order approving the Settlement after the Final Approval Hearing and entering judgment.

18. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the Final Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order.

19. “Late Request for Exclusion” means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Claims Period.

20. “Litigation” means both the Class Action and PAGA Action, collectively.

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

22. “Maximum Settlement Amount” is the sum of Three Hundred Eighty-Two Thousand Five Hundred Dollars (\$382,500), which represents the maximum amount payable in this Settlement by Versant Health, Inc., and includes all attorneys’ fees, litigation costs, the Settlement Administration Expenses, the Service Enhancement to the Plaintiff, and all settlement payments to the LWDA and the Class Members, and PAGA Members. The Maximum Settlement Amount does not include the employer’s share of payroll taxes, for which Versant Health, Inc. is responsible through an additional contribution to the Qualified Settlement Fund.

23. “Motion for Preliminary Approval of Settlement” means the motion and supporting papers, including this Settlement Agreement and a proposed order preliminarily granting settlement approval consistent with the terms of this Settlement, prepared by Plaintiff’s Counsel and reviewed by Versant Health, Inc.

24. “Net Settlement Amount” means the portion of the Maximum Settlement Amount eligible for distribution to Class Members. It equals the Maximum Settlement Amount less Plaintiff’s Counsel’s attorneys’ fees and actual litigation costs, the Settlement Administration Expenses, the PAGA LWDA Payment, the PAGA Group Payment, and the Service Enhancement to the Plaintiff.

25. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

26. “PAGA Action” means the action entitled “*Ashley Hudson v. Superior Vision Services, Inc., et al.*,” Case No. 24CV008589, filed in the Superior Court of California in and for the County of Sacramento.

27. “PAGA Group Payment” means the twenty-five percent (25%) share of the \$30,000.00 (or \$7,500.00) allocated from the Maximum Settlement Amount for PAGA penalties, that will be paid to the PAGA Members.

28. “PAGA Letter” means the notice letter dated February 26, 2024 that Plaintiff served on the Labor & Workforce Development Agency.

29. “PAGA LWDA Payment” means the seventy-five percent (75%) share of the \$30,000.00 (or \$22,500.00) allocated from the Maximum Settlement Amount for PAGA penalties, that

will be paid to the LWDA.

30. “PAGA Member(s)” means all individuals employed by Versant as non-exempt employees in California between February 26, 2023 and the Preliminary Approval Date and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California between February 26, 2023 and the Preliminary Approval Date.

31. “Plaintiff’s Counsel” or “Class Counsel” means Zachary M. Crosner ~~and~~, Jamie K. Serb ~~and Sepideh Ardestani~~ of Crosner Legal, PC.

32. “Preliminary Approval Date” means the date on which the Court approves this Settlement Agreement, and the exhibits thereto, and enters an Order (i) providing for notice to the Class Members, an opportunity for Class Members to opt-out of the non-PAGA portion of the settlement, and an opportunity to submit timely objections to the non-PAGA portion of the settlement, and (ii) setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees and costs.

33. “Preliminary Approval Order” means the Order the Court enters on the Preliminary Approval Date approving this Settlement.

34. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

35. “Released Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities against Releasees, whether in law or equity, that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the Complaints and/or the PAGA Letter, and any amendments thereto, ~~based on the facts, claims and/or allegations pled therein~~. Released Claims include, but are not limited to state and/or federal claims for: failure to pay minimum wage and liquidated damages, failure to pay overtime, failure to provide meal periods or meal premiums, failure to provide rest periods or rest premiums, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and, unfair competition in violation of the California Business & Professions Code, and/or all penalties under the California Labor Code and California’s Wage Orders, claims under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, et seq. (“FLSA”), and claims derivative of and/or related to those

claims, including those under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended. (“ERISA”), from May 1, 2020 through the Preliminary Approval Date.

36. “Released PAGA Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities against Releasees, under PAGA that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the [Complaints PAGA Action Complaint](#) and/or the PAGA Letter, and any amendments thereto; or that could have been asserted in the Complaint and/or the PAGA Letter, and any amendments thereto. ~~based on the facts, claims and/or allegations pled therein.~~ Released PAGA Claims include, but are not limited to, claims for failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, failure to provide suitable resting facilities, unlawful deductions, failure to provide reporting time pay, day of rest violations, sick leave violations, failure to provide suitable seating (Sections 14(A) and (B)), failure to pay vested vacation/paid time off, violation of Labor Code 208, and the use of unlawful agreements, including unlawful criminal history inquiries, unlawful PAGA waivers, and violation of Labor Code 432.6 from February 26, 2023 through the Preliminary Approval Date.

37. “Releasees” means Superior Vision Services, Inc., Superior Vision Benefit Management, Inc., Versant Health Holdco, Inc., Versant Health, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and MetLife Services and Solutions, LLC, and all of their current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

38. “Request for Exclusion” means a signed request from a Class Member to be excluded from the non-PAGA portion of this Settlement.

39. “Service Enhancement” means the incentive payment paid to Plaintiff in an amount not to exceed \$10,000, for Plaintiff’s efforts and work in prosecuting the Action.

40. “Settlement Administration Expenses” means all settlement administration fees and costs, including those for the Settlement Administrator, in effectuating the Settlement and approved by the Court in an amount not to exceed \$7,000.00.

41. “Settlement Administrator” means Simpluris Class Action Administration, or any other third-party settlement administrator that the Parties jointly select.

42. “Settlement Agreement” or “Settlement” will mean this Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release.

43. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not opt out of the non-PAGA portions of this Settlement or who opt out but subsequently rescind the opt-out in a timely manner.

II. LITIGATION BACKGROUND

44. On February 26, 2024, Plaintiff served the LWDA by mail with a PAGA notice letter which stated that Plaintiff intended to seek civil penalties against Defendants for alleged violations of the California Labor Code.

45. On May 2, 2024, Plaintiff separately filed a class action Complaint and a representative action Complaint under PAGA against Defendants in the Superior Court of California for the County of Sacramento.

46. Defendants deny Plaintiff’s claims and assert that they have complied fully with all applicable labor laws and wage orders. Consequently, Defendants do not believe that any liability to Plaintiff, the State of California or the LWDA, or to any other individual whom Plaintiff seeks to represent exists, or that Plaintiff, the State of California or the LWDA, or any other individual whom Plaintiff seeks to represent are entitled to any recovery in the Litigation.

47. On July 18, 2025, counsel for the Parties participated in a mediation with experienced mediator Mike Young, Esq. With Mr. Young’s assistance, the Parties negotiated a complete settlement of Plaintiff’s claims. The terms of the settlement are now set forth in complete and final form in this Settlement.

48. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute

an admission of any form of wrongdoing or liability on the part of Defendants or the validity of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. Plaintiff and Defendants intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Litigation.

49. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims against the Releasees arising from or related to the Litigation.

50. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the class and representative claims averred in the Litigation by the Plaintiff, both individually, on behalf of any other individual whom Plaintiff seeks to represent, and as a proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the Releasees.

III. JURISDICTION AND VENUE

51. This Court has jurisdiction over the Parties and the subject matter of this Settlement Agreement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

52. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

53. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person, and the Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person. Defendants also maintain that, for any purpose other than settlement, the claims alleged in the

Action are not suitable or appropriate for class, collective, and/or representative action treatment or manageable pursuant to California Code of Civil Procedure Section 382, California Labor Code § 2698 *et seq.*, the Fair Labor Standards Act, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Litigation. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Litigation or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff in the Litigation against Defendants.

54. Furthermore, nothing in this Settlement Agreement will be considered a form of waiver of any of the alternative dispute resolution provisions contained in Defendants' Arbitration Agreements or any other applicable alternative dispute resolution agreement with Defendants, and Defendants expressly do not waive any right to enforce arbitration agreements and class, collective, and representative action waivers in any other circumstance.

B. Certification

55. The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph 3 above as to all claims asserted in the Complaint pursuant to state law. If, for any reason, the Court does not approve this Settlement Agreement, fails to enter the Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, Defendants shall retain the absolute right to dispute the propriety of class and/or collective action certification and/or the ability of this action to proceed as a representative action on all applicable grounds.

56. The Parties further stipulate that, for settlement purposes only, Plaintiff's Counsel may be appointed Class Counsel and that Named Plaintiff may be appointed as Class Representative. Versant Health, Inc.'s stipulation to this settlement class shall in no way be considered any form of waiver to any alternative dispute resolution. Versant Health, Inc.'s stipulation to this settlement class shall not be construed as an admission or acknowledgment of any kind that any class or collective action should be

certified or given class or collective action treatment. The Settlement Class may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff's Counsel may be preliminarily and conditionally appointed as Class Counsel.

C. Non-Approval By The Court

57. If this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality and non-disclosure provisions in Section XIII and the non-admission provisions in Section IV.A;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and
- (d) Defendants do not waive, and instead expressly reserve their right to challenge the propriety of the Action proceeding as a representative action, class action, or collective action.

D. Settlement Payments

58. Versant Health, Inc. agrees to pay a Maximum Settlement Amount of Three Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents (\$382,500.00), and the Parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- (a) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court attorneys' fees up to \$127,500.00, which is 1/3 of the Maximum Settlement Amount and actual litigation costs up to \$30,000.00, totalling \$157,500.00. Defendants will not oppose Plaintiff's application up to these

amounts so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.

- (b) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court a Service Enhancement award to Plaintiff not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), which Defendants will not oppose so long as Plaintiff and Plaintiff's Counsel are not in breach of the Settlement Agreement.
- (c) From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount currently estimated at \$7,000.00.
- (d) From the Maximum Settlement Amount, a payment of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) to the LWDA (the PAGA LWDA Payment), representing the LWDA's 75% share of the settlement attributable to PAGA penalties.
- (e) From the Maximum Settlement Amount, a payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be allocated among PAGA Members based on PAGA Members' Covered PAGA Pay Periods, as reflected on Defendants' internal records (the PAGA Group Payment). Individual PAGA Group Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.
- (f) From the Net Settlement Amount (*i.e.*, the remainder of the Maximum Settlement Amount, including interest accruing to it, after payments have been made for attorneys' fees and litigation expenses, the Service Enhancement, the Settlement Administration Expenses, the PAGA LWDA Payment, and the PAGA Group Payment), settlement payments will be allocated among Class

Members based on their eligible employee service time for Covered Class Workweeks. Individual Class Settlement Payments will be calculated as follows: the numerator shall be the number of the Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Class Members; this fraction shall be multiplied by the Net Settlement Amount.

- (g) Settlement Class Members and PAGA Members will receive separate checks for their individual Class Settlement Payment and PAGA Group payment amount.
- (h) Versant Health, Inc. estimates that the number of Covered Class Workweeks for all Class Members is approximately 17,000 (the "Estimated Workweek Amount"). If the amount of Covered Class Workweeks for all Class Members should exceed the Estimated Workweek Amount by more than ten percent (10%), then Versant Health, Inc. shall have the option to either: (i) increase the Maximum Settlement Amount by the percentage in excess of the 10% difference between the Estimated Workweek Amount and the Covered Class Workweeks; or (ii) modify the end date, to the extent there is any impact, of the Covered Class Workweeks, Covered PAGA Pay Periods, Released Claims, and/or Released PAGA Claims to an earlier date that would reduce the total number of Covered Class Workweeks proportionately to the excess percentage.
- (i) If the Court approves a lesser amount of attorneys' fees and litigation costs and expenses, the Service Enhancement, and/or Settlement Administrator Expenses, than those sought by Plaintiff and Plaintiff's Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to the Settlement Class Members. Plaintiff's Counsel agrees not to appeal any reduction in the award of fees by the Court, but have the option to argue at the Final Approval Hearing to receive 1/3 in fees. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as

ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for fees and costs or the amount of any Service Enhancement award.

- (j) The Settlement Administrator will disburse monies from the Maximum Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (k) The Settlement Administrator will issue settlement checks to the Settlement Class Members, PAGA Members, and the LWDA under this Settlement Agreement, as well as the Service Enhancement to the Plaintiff and attorneys' fees and costs awarded to Plaintiff's Counsel, by sending such payments by mail, wire, or other reliable means to the respective recipients as specified below.

E. Objections

59. Only Settlement Class Members may object to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement are not eligible to object to the Settlement. All objections ~~must~~ should be sent no later than ~~forty-fivesixty~~ (4560) days after the mailing of the Class Notice, ~~and such deadline applies notwithstanding any argument regarding non receipt of the notice.~~ Anyone who wishes to object to the settlement, but does not send in a written objection, may appear in Court at the Final Approval Hearing to state their objection to the Court. ~~fails to send timely written~~ Anyone who fails to objection either in writing or in person at the Final Approval Hearings in this manner shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order issued by the Court. The Parties may file a response to any objections submitted by objecting Settlement Class Members at or prior to the Final Approval Hearing. The Parties may request additional time from the Court to respond to any oral objections made by Settlement Class members at the Final Approval Hearing. Settlement Class Members shall be permitted to withdraw their objections ~~in writing~~ by submitting a withdrawal statement to the Settlement Administrator ~~not later than one (1) business day~~

~~prior to the Final Approval Hearing, or as otherwise ordered by the Court.~~ All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

F. Opt Outs

60. All Class Members will be bound by the release of Released Claims unless they formally opt out.

61. Class Members who wish to “opt-out” of and be excluded from the non-PAGA portion of this settlement must submit a written Request for Exclusion from the Settlement Agreement to the Settlement Administrator bearing a post-mark from a date within the Claims Period. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment. The Request for Exclusion must include: (a) the Class Member’s name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member’s social security number. If a Class Member submits a Deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Claims Period or five (5) business days after the close of the Claims Period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Settlement Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Requests for Exclusion without the written authorization of Defendants.

62. All PAGA Members will be bound by the release of Released PAGA Claims and may not opt out of the Settlement Agreement as to the Released PAGA Claims.

G. Released Claims

63. Upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant's share of applicable employer payroll taxes owed thereon, each Settlement Class Member and the Named Plaintiff shall be deemed to have fully, finally, and forever released Releasees from all Released Claims as set forth in Section VIII. Plaintiff, in conjunction with her execution of this Settlement Agreement and requesting her Service Enhancement, will also enter into the General Release as set forth in Section VIII.B.

H. Released PAGA Claims

64. Upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant's share of applicable employer payroll taxes owed thereon, Plaintiff individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiff acting as the proxy and agent for the State of California and the LWDA and as a Private Attorney General acting on behalf of all allegedly aggrieved current and former employees of Defendants, will be deemed to have fully, finally, and forever released the Releasees from all Released PAGA Claims as set forth in Section VIII.

I. Entry of Judgment

65. At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) finally certify the Settlement Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members, and PAGA Members; (d) enter an order permanently enjoining all Settlement Class Members, and PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Agreement; and (e) incorporate the terms of this Settlement Agreement.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

66. The Settlement Administrator will create a Qualified Settlement Fund to be funded by the Maximum Settlement Amount paid by Versant Health, Inc. and administered by the Settlement

Administrator. The Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Final Approval Order and Judgment or if the Effective Date does not occur, Versant Health, Inc. shall not be obligated to wire the aforementioned funds.

67. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Settlement Administration Expenses will cover: (a) calculating each Class Member's potential recovery of the Net Settlement Amount, and the PAGA Group Payment; (b) preparing and mailing to all Class Members the Class Notice with estimated Class Settlement Payment amounts and (if applicable) PAGA Group Payment amounts, and instructions on how to opt out of or object to the non-PAGA portion of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and Defendant's Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and Defendant's Counsel a weekly report of activity; (e) establishing a toll-free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) determining and paying the final amounts due to be paid to Settlement Class Members and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (g) calculating and determining the PAGA LWDA Payment, and preparing and mailing that payment to the LWDA; (h) issuing to Plaintiff, Plaintiff's Counsel, Settlement Class Members and PAGA Members any tax forms as may be required by applicable law for all amounts paid pursuant to this Settlement

Agreement; (i) forwarding all taxes and penalties to the appropriate government authorities; (j) preparing and mailing the amount of attorneys' fees and litigation costs awarded to Plaintiff's Counsel from the Maximum Settlement Amount; (k) preparing and mailing the Service Enhancement awarded to Plaintiff from the Maximum Settlement Amount; (l) reporting to Class Counsel, Defendant's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (m) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

68. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

69. When and if the Court grants Final Approval of the Settlement, and the Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all Settlement Class Members and PAGA Group members. For each Settlement Class Member and PAGA Member on this list, the Settlement Administrator will calculate the amounts due to each Settlement Class Member and PAGA Member and issue checks payable to said Settlement Class Members and PAGA Members. The Settlement Administrator shall provide this list and the calculations of the individual settlement amounts to Defendants within seven (7) days after the Effective Date.

70. Except for the Service Enhancement described above to be paid to the Named Plaintiff, all Class Settlement Payments to Settlement Class Members shall be allocated as follows: 33 1/3% of each individual settlement payment as unpaid wages, which will be reported on an IRS Form W-2 with applicable withholdings; and 66 2/3% of each individual settlement payment as non-wage recovery, including interest and penalties, which will be reported on an IRS Form 1099 without withholdings. These payments will be made on two separate checks. All PAGA Group Payments will be allocated entirely to statutory penalties and will be reported on an IRS Form 1099 without withholdings. PAGA Members will receive this payment on a third check. Versant is responsible for paying the employer tax contributions on the amounts allocated as unpaid wages as required by law. The Named Plaintiff and

Settlement Class Members must pay their own portion of payroll and all applicable income taxes on the 20% portion of the Class Settlement Payment representing unpaid wages, and such amounts will be withheld from the individual settlement payments. The Named Plaintiff, Settlement Class Members, and PAGA Members shall be exclusively liable for any and all tax liability on the amounts allocated as non-wage recovery. The Settlement Administrator shall be responsible for the timely reporting and remitting of the Employer Payroll Tax Payment to the appropriate taxing authorities and shall indemnify Versant for any penalty arising out of an incorrect calculation and/or interest with respect to late payment of the same. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

71. The Service Enhancement to the Named Plaintiff shall be treated as compensation for non-wage related claims and injuries and shall be reported on an IRS Form 1099 without withholdings.

72. All portions of Class Settlement Payments to the Named Plaintiff and/or Settlement Class Members that are allocated as unpaid wages under this Settlement Agreement shall be considered compensation for disputed wages of Settlement Class Members during the period of employment with Defendants. To the extent any individual settlement payment results in any overpayment of unemployment benefits to the Named Plaintiff and/or any Settlement Class Member the amount of any such overpayment shall be the responsibility of the individual Named Plaintiff and/or Settlement Class Member.

73. Payments will be sent by check to all Settlement Class Members and PAGA Members with notice.

B. Circular 230 Disclaimer.

74. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be

relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

75. After all payments have been disbursed from the QSF, the Settlement Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

D. Notice to Class Members

76. Within thirty (30) days after the Preliminary Approval Date, Versant Health, Inc. shall provide to the Settlement Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates worked for Covered Class Workweeks and Covered PAGA Pay Periods. Class Member data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Member data will be subject to the Settlement Administrator's confidentiality agreement and shall not be disclosed to the Named Plaintiff, Class Counsel, or any other Class Members without the written consent of Versant Health, Inc.

77. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate

tracing methods, including skip tracing, to ensure that the Class Notice is received by Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class Member whose Class Notice is returned as undeliverable.

78. Within thirty (30) days of receiving the Class Member data from Versant Health, Inc. and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide Versant Health, Inc. with a report listing the estimated settlement payment amounts to each Class Member.

79. Class Members shall have forty-five (~~45~~60) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the ~~46~~60th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. If a Class Notice is re-mailed, the deadline to opt out of the Class or object to the Settlement will be extended by fourteen (14) calendar days. After recalculating estimated settlement allocations to account for opt-outs, Settlement Class Members and PAGA Members will receive their allocation from the settlement fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator. There will be no payments for Covered Class Workweeks made to Class Members who opt out of this Settlement.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

80. The Settlement Administrator shall calculate pro rata Class Settlement Payments out of the Net Settlement Amount to Class Members and pro rata individual PAGA Group Payments to PAGA Members as described in Paragraph 58 of this Settlement Agreement, and based on Versant's internal records.

81. In addition, Versant Health, Inc., through the Settlement Administrator, shall also make a payment to the California LWDA for the PAGA LWDA Payment as consideration for the release of all PAGA claims that are the subject of the Action on behalf of the State of California.

B. Eligibility for Settlement Payments:

82. Class Members who have not opted out of the settlement will be considered Settlement Class Members eligible to receive a share of the Class Settlement Payment. Class Members with Covered PAGA Pay Periods will be eligible to receive a share of the PAGA Group Payment in addition to the Class Settlement Payment. Any Class Member who timely opts out pursuant to the procedures set forth herein is not a Settlement Class Member and is not eligible to receive a Class Settlement Payment. However, Class Members who timely opt out of the Settlement but who are PAGA Members will receive an individual PAGA Group Payment and will be bound by the release of Released PAGA Claims.

83. Each Class Notice mailed to a Class Member will identify his or her dates of employment, or placement to provide services, for the Covered Class Workweeks and Covered PAGA Pay Periods that Versant's records indicate the individual worked as a Class Member and/or PAGA Member, and will estimate each Class Member's pro rata share of the Net Settlement Amount, and their share, if any, of the PAGA Group Payment.

84. Settlement Class Members and PAGA Members will have the right to challenge only their dates of employment for the Covered Class Workweeks or Covered PAGA Pay Periods, as shown on the Class Notice. Settlement Class Members' and PAGA Members' challenges to their dates of employment for the Covered Class Workweeks or Covered PAGA Pay Periods listed on the Class Notice shall be sent directly to the Settlement Administrator at the address indicated on the Class Notice. Any challenge must be made during the Claims Period. The Settlement Administrator will inform Class Counsel and Versant Health, Inc.'s Counsel in writing of any timely filed challenges. Versant's records are presumed to be accurate unless the Settlement Class Member or PAGA Member submits documentation demonstrating otherwise, *i.e.*, a Settlement Class Member or PAGA Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's workweeks, Defendant's Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the Settlement Class Member or PAGA Member making the challenge. Versant Health, Inc. will decide whether the Settlement Class Member's or PAGA Member's challenge shall be accepted. Versant Health, Inc.'s decision is final and binding without a right of appeal.

85. The Settlement Administrator shall: (a) date stamp all original Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Defendant's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped Requests for Exclusion received to be filed with the Court.

86. The Settlement Administrator shall also: (a) date stamp all original rescissions of Requests for Exclusion it receives; (b) serve copies on Class Counsel and Defendant's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Court's Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped rescissions of Requests for Exclusion received to be filed with the Court.

VII. DISTRIBUTION OF NET SETTLEMENT AMOUNT

A. Process and Deadlines

87. Within seven (7) days after the Effective Date, the Settlement Administrator shall make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members. Upon completion of its final calculation of payments, the Settlement Administrator shall provide Defendants' Counsel with a report listing the amount of all Class Settlement Payments to be made to each Settlement Class Member and all individual PAGA Group Payments to be made to each PAGA Member.

88. Within 14 days after the Effective Date, Versant Health, Inc. will provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator, in addition to Versant Health, Inc.'s share of employer payroll taxes for the payments reportable on IRS Form W-2.

89. Within 30 days after the Effective Date, the Settlement Administrator shall distribute and pay all Class Settlement Payment checks to the Settlement Class Members, issue checks to the PAGA Members for their individual PAGA Group Payments, issue a check to the LWDA for the PAGA LWDA Payment, pay the Named Plaintiff her Service Enhancement payment, and pay Class Counsel's attorneys' fees and costs. The Class Settlement Payment checks shall include the following statement:

“By signing and negotiating this check, I affirm that I have elected to opt in to the settlement of the Released Claims under the FLSA relating to the action *Ashley Hudson v. Superior Vision Services, Inc., et al*, pending in the Superior Court of California for the County of Sacramento as Case No. 24CV008471, and hereby release those FLSA claims included in the Released Claims.”

B. Uncashed Settlement Checks

90. Settlement Class Members and PAGA Members will have ~~90~~-180 calendar days after mailing by the Settlement Administrator to cash settlement checks and will be so advised of such deadline. If such Settlement Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Defendant’s Counsel a verification/declaration signed under penalty of perjury that it has mailed the settlement checks to Settlement Class Members and/or PAGA Members, and if uncashed, that such amounts have been sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.* in the name of the Settlement Class Member and/or PAGA Member to whom the uncashed check was addressed, for the benefit of those Settlement Class Members and/or PAGA Members who did not cash their checks until such time as they claim their property.

VIII. RELEASE OF CLAIMS

A. Release by Plaintiff, Settlement Class Members, PAGA Members, and the LWDA

91. Upon Versant Health, Inc.’s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant’s share of applicable employer payroll taxes owed thereon, Plaintiff and each and every Settlement Class Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Releasees from any and all Released Claims. All Settlement Class Members shall be bound by the release, unless they formally opt-out.

92. Upon Versant Health, Inc.’s transfer of the Maximum Settlement Amount to the Settlement Administrator and the funding of Versant’s share of applicable employer payroll taxes owed

thereon, Plaintiff, on behalf of herself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Releasees from any and all Released PAGA Claims. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have formally opted out of the Settlement Class.

93. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Claims as defined in Paragraph 35. Upon the Effective Date, Plaintiff, the LWDA, and each and every Settlement Class Member and PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

94. Plaintiff agrees that this Settlement Agreement is further conditioned upon her individual covenant not to participate in any further proceedings seeking damages, penalties, or other remedies for any Released Claims or Released PAGA Claims. Plaintiff agrees that the Settlement is fair and reasonable and will participate in the settlement.

B. General Release by Plaintiff

95. For and in accepting the consideration of the Service Enhancement awarded, Plaintiff will further make a general release (the “General Release”) on behalf of herself and her heirs, executors, administrators, representatives, successors and assigns, of the Releasees, to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, lawsuits, attorneys’ fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known and unknown, asserted and unasserted, which against the Releasees, Plaintiff (and her heirs, executors, administrators, representatives, successors and assigns) may now have or hereafter later determines that Plaintiff has or had upon or of the Preliminary Approval Date. This includes all of Plaintiff’s claims against the Releasees related to or arising out of Plaintiff’s engagement and/or employment with the Releasees, and/or the cessation of engagement, employment or purported employment therefrom. These claims expressly include, but are not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the FLSA, the Equal Pay Act,

ERISA, including, but not limited to, breach of fiduciary duty and equitable claims arising under § 1132(a)(3), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer Protection Act, the California Family Rights Act (“CFRA”), California Equal Pay Law, California Whistleblower Protection Laws Cal. Bus. And Prof. Code § 17200 *et seq.* (“UCL”), the California Fair Employment and Housing Act, and any and all claims related to the following: failure to pay minimum wages and pay for all hours worked; failure to pay overtime; failure to provide meal periods; failure to provide rest periods; failure to pay meal and rest break premiums; failure to timely pay wages during employment; failure to timely pay wages upon separation; failure to provide reimbursement for necessary business-related expenditures; failure to furnish accurate wage statements; damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the California Labor Code and the Industrial Welfare Commission Wage Orders; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or PAGA; and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy (including but not limited to under the FLSA), contract or tort law, or any claim related to whistleblowers or retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Releasees, including any claim for attorneys’ fees, expenses or costs based upon any

conduct from the beginning of the world up to and including the date of this General Release; provided, however, that Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict Plaintiff’s ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further provided, however, that Plaintiff does not waive any rights with respect to, or release the Releasees from, any claims for California Workers’ Compensation benefits, unemployment insurance or indemnification provided by state law (except that Plaintiff hereby releases and waives any claims that her termination was to avoid payment of such benefits or payments or that, as a result of her termination, she is entitled to additional benefits or payments); and further provided, however, that Plaintiff does not release any claim that cannot be released by private contract or for breach of the terms of the Settlement Agreement, subject to the confidentiality obligations in Section XIII below. Plaintiff’s General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Releasees to the maximum extent permitted by law.

96. Thus, for the purpose of implementing a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff’s favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such claim or claims.

97. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that Plaintiff or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against the Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment or engagement with the

Releasees or the cessation of that employment or engagement. Plaintiff and Versant Health, Inc. further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

98. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides as follows:

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.

Plaintiff warrants that she has read this Settlement Agreement, including the waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing and specifically about the waiver of section 1542, that she understands this Agreement and the section 1542 waiver, and that she freely and knowingly enters into this Agreement, this General Release, and the section 1542 waiver.

99. Plaintiff further agrees that, unless required to do so by law, she will not testify, provide documents, or otherwise participate, or request others to participate on her behalf, in any proceeding or litigation that is related to any conduct by any Releasee as of the date of this Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the Securities and Exchange Commission (“SEC”) or any other federal regulatory or law enforcement agency or self-regulatory organization (“SRO”); (ii) testifying, participating, or otherwise assisting in a proceeding relating to an alleged violation of any federal law relating to fraud or any rule or regulation of the SEC or any SRO; or (iii) complying with a lawful

subpoena or other legal process, subject to the terms of the Settlement Agreement.

100. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the Parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon the Parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Versant Health, Inc. may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Section XII.

101. Plaintiff further covenants that she will not participate in any other legal actions against the Releasees and will opt-out of those actions if she becomes aware of such actions. Plaintiff further agrees that any other dispute relating to her employment with the Releasees will be subject to alternative dispute resolution under any applicable arbitration agreement.

102. Plaintiff will certify that she has returned all of Versant's property in Plaintiff or her attorney's possession, custody, or control, including without limitation, proprietary or confidential information, equipment, telephones, credit cards, keys, pagers, documents, computers and computer discs, personal data assistants, files and data, other than records related solely to Plaintiff's own compensation or benefits.

IX. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

103. Plaintiff's Counsel, subject to Versant Health, Inc.'s approval, will submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement. At least three (3) business days before submission to the Court, Plaintiff will provide a draft of the Motion for Preliminary Approval of Settlement and supporting papers to Versant Health, Inc. for its review and comment. The motion shall seek an order:

- (a) Preliminarily approving the settlement;
- (b) Approving as to form and content the proposed Class Notice;
- (c) Directing the mailing of the Class Notice to Class Members;
- (d) Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Named Plaintiff and Plaintiff's Counsel as representatives of the Settlement Class;
- (e) Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
- (f) Preliminarily approving the Service Enhancement payment to Named Plaintiff as Class Representative;
- (g) Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Plaintiff's Counsel;
- (h) Pending the Final Approval Hearing, enjoining Plaintiff and all Class Members and anyone acting on behalf of any Class Member, until the Class Member opts out, from: further prosecution of the Action; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class action basis any action, claim or proceeding against Releasees in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking certification of a class action that involves any such claims; and
- (i) Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class and PAGA Members.

104. In conjunction with Plaintiff's Motion for Preliminary Approval, Plaintiff's Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

105. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Versant Health, Inc.'s Counsel will

expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Versant Health, Inc.'s Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to seek to modify the Agreement and otherwise satisfy the Court's concerns.

106. Plaintiff's Counsel shall provide the Court at least five days prior to the Final Approval Hearing a declaration by the Settlement Administrator of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

107. Plaintiff's Counsel represents that they do not currently represent any current or former employee, other than Plaintiff, who is intending to bring claims against any Releasees.

X. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

108. The Parties will submit a proposed Final Approval Order, which shall include findings and orders:

- (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (b) Approving the payment of a Service Enhancement to the Named Plaintiff as Class Representative;
- (c) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs;
- (d) Releasing and extinguishing all Released Claims upon Versant Health, Inc.'s transfer of the Maximum Settlement Amount and any employer's share of payroll taxes thereon to the Settlement Administrator;
- (e) Permanently enjoining all Settlement Class Members and PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Settlement Agreement; and
- (f) Providing that the Court will retain jurisdiction to oversee administration and

enforcement of the terms of the Settlement and the Court's orders.

109. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (a) Should an appeal be taken from the Final Approval Order, all Parties will support the approval order approving this Settlement Agreement on appeal;
- (b) Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from the Net Settlement Amount and/or PAGA Group Payment and assuring delivery of such payments;
- (c) Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;
- (d) Class Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed; and
- (e) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

XI. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

110. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 30 days after the Preliminary Approval Date	Versant Health, Inc. to provide the Settlement Administrator the Class Member information, including name(s), last known residence addresses, Social Security numbers, and the number of Covered Class Workweeks and Covered PAGA Pay Periods.
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Within 30 days after receipt of Class Member data from Versant Health, Inc.	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to provide Defendant's Counsel with estimated Class Settlement Payments to each Class Member and PAGA Group Payments to each PAGA Member.
~~45-60~~ days after mailing Class Notice	Deadline for Class Members to opt-out or object.
1 business day before Final Approval Hearing	Last day to rescind objections or opt-outs.
Effective Date	Following entry of the Final Approval Order and Judgment, the latest of the following dates: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment. (60 days after entry of the Court's Final Approval Order, if no appeals are filed)
Within 7 days after the Effective Date	Settlement Administrator to make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Defendant's Counsel with a report listing the calculations and amount of all payments to be made to each Settlement Class Member and PAGA Member.
Within 14 days after the Effective Date	Versant Health, Inc. to transfer the Maximum Settlement Amount to the Settlement Administrator to be deposited into the QSF.
Within 30 days after the Effective Date	Settlement Administrator to distribute and pay settlement checks to the LWDA, the Settlement Class Members and the PAGA Members, pay the Plaintiff her Service Enhancement, and pay Plaintiff's Counsel the attorneys' fees and costs approved and awarded by the Court.
~~90-180~~ days after distribution of settlement checks	Expiration of settlement checks issued to Settlement Class Members and PAGA Members.

120 days after distribution of settlement checks	Uncashed checks presented to Controller of the State of California Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Plaintiff's Counsel and Versant Health, Inc.
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XII. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

111. Versant Health, Inc. has the right to withdraw from the Settlement at any time prior to the Effective Date if: (a) the Settlement is construed by the Court in such a fashion that Versant Health, Inc. is required to pay more than the Maximum Settlement Amount and Versant Health, Inc.'s share of applicable employer payroll taxes; (b) the Court denies approval of the Settlement or any material terms thereof (excluding any reduction of Plaintiff and Plaintiff's Counsel's requests for attorneys' fees, litigation costs and expenses, and the Service Enhancement); (c) the Court does not certify the Settlement Class, or does not order the release of claims as set forth in this Settlement Agreement or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; (d) 5% or more of the Class Members elect to "opt out" of the Settlement Class; or (e) Plaintiff or Plaintiff's counsel breaches this Settlement Agreement.

112. If for any reason the Settlement Agreement is not finally approved, or Versant Health, Inc. withdraws from the Settlement, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XIII and the non-admission provisions in Section IV.A. In such an event, neither this Settlement Agreement, nor the parties' memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and Versant Health, Inc. will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

113. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto, and approved by the Court.

XIII. CONFIDENTIALITY AND PUBLICITY

114. Names of Class Members will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiff or Plaintiff's Counsel and will only file such information under seal if necessary, except the Settlement Administrator may disclose, in a declaration filed publicly with the Court, the names of Class Members who submitted valid and timely Requests for Exclusion. Plaintiff's Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Action only, and may not be used for any purpose or in any other action or proceeding.

115. Plaintiff and Plaintiff's Counsel agree not to disclose the terms of this settlement except in court papers or if required by legal process, except that Plaintiff's counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. In the event that Plaintiff and/or Plaintiff's Counsel believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process, such as a subpoena) to make disclosures regarding the terms of this settlement or Settlement Agreement, they must notify Versant Health, Inc.'s Counsel, Carrie A. Gonell, by email at carrie.gonell@morganlewis.com, within three (3) business days of receiving such notice that gives Plaintiff and/or Plaintiff's Counsel reason to believe they are so obligated, and they shall take reasonable steps to maintain the confidentiality of this settlement and Settlement Agreement, including by filing any required disclosures under seal.

XIV. PARTIES' AUTHORITY

116. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XV. MUTUAL FULL COOPERATION

117. The Parties agree to fully cooperate with each other to accomplish the terms of this

Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation of Versant Health, Inc. and Defendants' Counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XVI. NOTICES

118. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

Zachary M. Crosner
Jamie K. Serb
~~Sepideh Ardestani~~
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
zach@crosnerlegal.com
jamie@crosnerlegal.com
~~sepideh@crosnerlegal.com~~

To Defendants' Counsel:

Carrie A. Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any Party changes, or their address changes, that Party will notify all other Parties of the change in writing.

XVII. MISCELLANEOUS PROVISIONS

A. Captions and Titles

119. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

120. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that Party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

121. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

D. Governing Law

122. The rights and obligations of the Parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

123. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by any Releasees. Such amounts will not form the basis for additional contributions

to, benefits under, or any other monetary entitlement under Versant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Versant's benefit plan, policy, or bonus program. Versant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

124. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

125. This Settlement Agreement will be binding upon the Parties and inure to the benefit of the Releasees hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, 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 rights herein released and discharged except as set forth herein.

H. Counterparts and Electronic Signatures

126. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force

and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF ASHLEY HUDSON

Dated: _____

Ashley Hudson

VERSANT HEALTH, INC.

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM

CROSNER LEGAL, PC

Dated: _____

Zachary M. Crosner
Jamie K. Serb
~~Sepideh Ardestani~~
Attorneys for Plaintiff Ashley Hudson

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____

Carrie A. Gonell
Attorneys for Defendants Superior Vision
Services, Inc., Superior Vision Benefit
Management, Inc., Versant Health Holdco, Inc.,
Versant Health, Inc., Versant Health
Consolidations Corp., and Versant Health Lab,
LLC

Exhibit 3

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Versant¹ in a non-exempt position in California or were assigned to perform services for Versant in California in a non-exempt role via a staffing agency at any time between May 1, 2020, and [the Preliminary Approval Date], a settlement of a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached in a class action lawsuit entitled *Ashley Hudson v. Superior Vision Services, Inc., et al.*, Case No. 24CV008471, pending in the Superior Court of California, County of Sacramento (the “Action”). The lawsuit was filed by Plaintiff Ashley Hudson (“Plaintiff”) against Defendant Versant Health, Inc., et al. Plaintiff and the Defendants are collectively referred to as the “Parties.”

Plaintiff, a former employee, filed a lawsuit asserting claims under California law for violations related to alleged unpaid overtime wages at the legal overtime pay rate, meal and rest breaks and payment of meal and rest break premiums, unpaid minimum and overtime wages, reimbursement of business expenses, inaccurate wage statements, untimely payment of final wages, and unfair business practices, on behalf of herself and all others employed by Versant in a non-exempt job position and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California at any time between May 1, 2020, and [Preliminary Approval Date] (“Class Members”).

Plaintiff also seeks civil penalties for these alleged Labor Code violations under California’s Private Attorneys General Act (“PAGA”) on behalf of herself and all other individuals employed by Versant in a non-exempt job position and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California at any time between February 26, 2023, and [Preliminary Approval Date] (“PAGA Members”).

On [DATE] the Court preliminarily approved the Parties’ class and PAGA representative action settlement. The Settlement provides for individual settlement payments based on the number of workweeks and/or biweekly pay periods worked by Class Members and PAGA Members in a covered position in California between May 1, 2020, and [Preliminary Approval Date].

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either [SETTLEMENT WEBSITE] or the Court’s docket in this case through Superior Court of California, County of Sacramento website at <https://www.saccourt.ca.gov>. You may also contact the Settlement Administrator, Counsel for the Class, or Counsel for Versant.

Do not contact the Court or the Clerk’s Office about this settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	If you do nothing, you will automatically receive your share of the settlement if the Settlement receives final approval by the Court, and will be bound by the terms of the Settlement and releases described in this Notice.

¹ As used throughout this notice, “Versant” means Davis Vision, Inc. or Superior Vision Services, Inc. or any other direct or indirect subsidiary of Versant Health, Inc.

EXCLUDE YOURSELF	If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims and any other released claims at issue in this lawsuit, you may submit a written request for exclusion to the Settlement Administrator, postmarked no later than DATE. By opting out or excluding yourself from the class action, you will not receive a settlement check as part of the class action settlement. You will not be bound by any of the non-PAGA terms of the settlement and will not release any of your non-PAGA claims or Fair Labor Standards Act (“FLSA”) claims against Versant. NOTE: If you are a PAGA Member, as defined above, you cannot opt out of the PAGA Member group, even if you opt out of the class action settlement. If the settlement is approved, you will receive a check for your allocation of the PAGA portion of the settlement, and you will be bound by the PAGA portion of the release whether you cash the check or not.
OBJECT	If you wish to object to the Settlement, you should submit a written Objection, and supporting papers, to the Court no later than DATE. This option is available only if you do <u>not</u> exclude yourself from the class action settlement. You can otherwise appear in Court at the Final Approval hearing and the Court will hear from you regarding any objections you have to the Settlement. All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

Settlement payments only will be issued if the Court grants final approval of the Settlement.

BASIC INFORMATION

1. Why did I get this notice?

Plaintiff and Versant reached a settlement of a class and representative PAGA action, and Versant’s records show you are a Class and/or PAGA Member covered by this settlement. On **DATE**, the Court ordered this Notice be provided to Class and PAGA Members to explain the Action, the Settlement, and your legal rights.

2. What is this lawsuit about?

This is a class and representative action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. In the Complaint filed in the Action, Plaintiff Ashley Hudson, a former employee, asserts the following claims under California law: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime 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 of employment; (6) failure to reimburse business expenses; and (7) unfair competition. These claims seek recovery on behalf of Class Members going back to May 1, 2020. Plaintiff’s claims under Labor Code § 2699 for civil penalties for the above alleged Labor Code violations are brought on behalf of the State of California concerning those PAGA Members who have covered pay periods on or after February 26, 2023. For more information regarding Plaintiff’s claims, you are advised to refer to the Amended Class and Representative Complaint, which is available on the Settlement Administrator’s website.

Versant denies Plaintiff’s claims and contends that all California non-exempt employees were properly paid and that Versant complied with all applicable laws. Versant entered into the Settlement solely for purposes of avoiding the

risks and uncertainty of litigation.

This Settlement is the result of good-faith, arm's-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator.

3. Has the Court decided who is right?

The Court hasn't decided whether Versant or Plaintiff is correct. Versant and Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by Versant.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

Subject to Court approval, under the terms of the Settlement, Versant agreed to pay \$382,500 ("Maximum Settlement Amount") to settle all claims at issue of Plaintiff, Class Members, and PAGA Members. Portions of the Maximum Settlement Amount will be used to pay Class Counsel's attorneys' fees and costs, Plaintiff's Service Enhancement award, the costs of the Settlement Administration, and payments to the State of California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties. The remainder of the Maximum Settlement Amount will be available to pay money to the Class Members who do not exclude themselves from the class (the "Net Settlement Amount"). Specifically, the Maximum Settlement Amount will be allocated as follows:

- 1) **Class Counsel's Attorneys' Fees and Costs.** Class Counsel will ask the Court to award attorneys' fees of up to 1/3 of the of the Maximum Settlement Amount, or \$127,500, and actual litigation costs up to \$30,000.
- 2) **Class Representative Service Enhancement Award to Plaintiff.** Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff.
- 3) **Settlement Administration Expenses.** Class Counsel will ask the Court to reimburse the Settlement Administrator, Simpluris Class Action Administration, for the costs incurred in administering the proposed Settlement ("Settlement Administration Expenses"), estimated to be no more than **\$7,000**.
- 4) **PAGA Penalty Payments.** Class Counsel will ask the Court to authorize a payment of \$22,500 to the California LWDA and a collective payment of \$7,500 to the PAGA Members to settle claims alleged under PAGA.
- 5) **Payments to Class Members.** The amounts described in No. 1-4 above all will be subtracted from the Gross Fund Value, and the amount remaining will constitute the Net Settlement Amount. The Net Settlement Amount will then be allocated for distribution under the procedure described below to Class Members who do not exclude themselves from the Settlement.

The Net Settlement Amount will be divided among Class Members based on the number of workweeks each Class Member worked compared to the number of workweeks worked by all Class Members between May 1, 2020, and **[Preliminary Approval Date]**.

The PAGA Group Payment will be divided among PAGA Members based on the number of biweekly pay periods each PAGA Member worked compared to the number of biweekly pay periods worked by all PAGA Members between February 26, 2023, and **[Preliminary Approval Date]**, including those who opt out of the class action settlement.

Tax Treatment of Settlement Payments

Individual Class Settlement Payments will be allocated as follows: 1/3 to unpaid wages, with all applicable taxes withheld, for which an IRS Form W-2 shall be issued and 2/3 to non-wage recovery, including interest and penalties,

for which an IRS Form 1099 shall be issued. Versant will pay its share of employer's payroll taxes on the amounts allocated as unpaid wages, which will be made as a separate payment in addition to the Maximum Settlement Amount.

Payments to PAGA Members from the PAGA Group Payment are treated as civil penalties, not wages, for tax purposes, for which an IRS Form 1099 shall be issued.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

Settlement Administrator

The Court has appointed a neutral company, **Simpluris Class Action Administration** (the "Settlement Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also review Class Member challenges over estimated workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is [REDACTED].

Your Weeks Worked and Estimated Individual Settlement Payment:

The settlement covers all workweeks from May 1, 2020, through **[Preliminary Approval Date]**, in which a Class Member worked in a non-exempt job position in California. According to Versant's records, you worked in a non-exempt job position in California for some period(s) within this time period during the following dates: **[StartDate]** to **[EndDate]**.

The PAGA portion of the settlement covers all biweekly pay periods from February 26, 2023, through **[Preliminary Approval Date]**, in which a PAGA Member worked in a non-exempt job position in California. According to Versant's records, you worked in a non-exempt job position in California for some period(s) within this time period during the following dates: **[StartDate]** to **[EndDate]**.

Based on your work dates, the approximate amount of your recovery is: **<< TotalestAmount>>**. This amount may change depending on participation in the settlement by all Class Members (for example, if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds). If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: **PAGAestAmount**.

Procedure for Disputing Information

If you want to dispute your number of estimated workweeks or pay periods, you need to provide written evidence supporting your claim by **DATE** and send to:

[Simpluris Class Action Administration contact info]

Versant's records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. Versant's Counsel will investigate any dispute regarding the estimated number of workweeks or pay periods you worked based on Versant's records and the evidence submitted by you, and Versant will decide whether your challenge shall be accepted and whether any additional workweeks or pay periods should be credited to you. Versant's decision will be final and binding without a right of appeal.

5. What am I giving up in exchange for the settlement benefits?

Release by Class Members

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement shall be deemed to have fully, finally, and forever released Releasees² from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, whether in law or equity, that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the Complaints and/or PAGA Letter, and any amendments thereto, including but not limited to state and/or federal claims for: failure to pay minimum wage and liquidated damages, failure to pay overtime, failure to provide meal periods or meal premiums, failure to provide rest periods or rest premiums, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and, unfair competition in violation of the California Business & Professions Code, and/or all penalties under the California Labor Code and California's Wage Orders, claims under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, et seq. ("FLSA"), and claims derivative of and/or related to those claims, including those under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended. ("ERISA"), from May 1, 2020, through [Preliminary Approval Date] ("Released Class Claims"). All Class Members shall be bound by the release as to the Released Class Claims unless they timely opted out of the settlement as explained below.

Release by PAGA Members

Plaintiff on behalf of herself and on behalf of the LWDA and each and every PAGA Member, shall be deemed to have fully, finally, and forever released each and all of the Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, under PAGA, that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the Complaints and/or the PAGA Letter, and any amendments thereto. Released PAGA Claims include, but are not limited to, claims for failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, failure to provide suitable resting facilities, unlawful deductions, failure to provide reporting time pay, day of rest violations, sick leave violations, failure to provide suitable seating (Sections 14(A) and (B)), failure to pay vested vacation/paid time off, violation of Labor Code 208, and the use of unlawful agreements, including unlawful criminal history inquiries, unlawful PAGA waivers, and violation of Labor Code 432.6 from February 26, 2023 through [Preliminary Approval Date] ("Released PAGA Claims"). All PAGA Members shall be bound by the release as to any Released PAGA Claims even if they have opted out of the non-PAGA portion of the settlement.

HOW TO GET A SETTLEMENT PAYMENT

6. How do I get a settlement payment?

If the Settlement receives final approval by the Court, and you do not opt out, you will be mailed a check for your Class Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you are a PAGA Member, you will be mailed a check for your share of the PAGA Group Payment even if you opted out of the non-PAGA portion of the Settlement.

² "Releasees" means Superior Vision Services, Inc., Superior Vision Benefit Management, Inc., Versant Health Holdco, Inc., Versant Health, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and MetLife Services and Solutions, LLC, and all of their current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

7. When will I get my check?

The Court has scheduled a Final Approval Hearing on **DATE**. If the Court approves the Settlement, and there are no appeals, the Settlement Administrator will mail you your payment approximately three months after that. If there are any appeals of the approval order, your payment may be delayed until all appeals are resolved and the settlement becomes effective.

You will have 180 days from the date the check is issued to cash it. After 180 calendar days from the date of mailing, the checks shall become null and void. Any uncashed amounts from your settlement check will be sent to the Controller of the State of California as Unclaimed Property to be held in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

8. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund, <https://ucpi.sco.ca.gov/en/Property/SearchIndex>, for instructions on how to retrieve the funds.

9. What if I change my address?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

You may only request exclusion from the non-PAGA portion of the settlement. You may not opt out of the PAGA portion of the settlement.

Class Members who wish to “opt out” of and be excluded from the non-PAGA portion of the settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than **DATE**. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against any Releasees. If you are a PAGA Member, you will still receive a check with your share of the PAGA Group Payment allocated to settle PAGA Members' claims for civil penalties and you will be bound by the release as to the Released PAGA Claims.

Requests for Exclusion that do not include all required information or that are not timely submitted are ineffective. If you do not submit a valid and timely Request for Exclusion on or before **DATE**, and if the Court grants final approval of the settlement, you will be bound by the Settlement and its releases of the Released Class Claims and you will be considered a Settlement Class Member for settlement distribution purposes.

11. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself from the non-PAGA portions of the Settlement, you will be bound by all the terms of the Settlement relating to the class allegations, including the waiver and release of all Released Class Claims as set forth above, and you will be prevented from suing Releasees or participating in any other litigation or class action relating to the Released Class Claims, if the Court grants final approval of the settlement. Regardless of whether you exclude yourself from the non-PAGA portions of the Settlement, if you are a PAGA Member, you will be bound by the Released PAGA Claims and you will be prevented from suing any Releasees or participating in any other litigation or representative action relating to the Released PAGA Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has decided that Zachary M. Crosner, Jamie K. Serb and Sepideh Ardestani of Crosner Legal, PC (“Class Counsel”) are qualified to represent you and all Class Members for purposes of this Settlement. This means they have been appointed to serve as Class Counsel and represent the Class Members. You will not be charged for the work performed by Class Counsel. You may also appear in the Action through an attorney of your choice, at your own expense. Class Counsel’s contact information is provided at the end of this Notice.

13. How will the costs of the lawsuit and the settlement be paid?

You will not be charged for any costs. Class Counsel will request the Court award their fees and reimburse their advancement of litigation expenses from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys’ fees to compensate them for the work performed for the benefit of the Class up to one-third of the Maximum Settlement Amount, Class Counsel will ask the Court to award attorneys’ fees of up to 1/3 of the of the Maximum Settlement Amount, or \$127,500, and actual litigation costs up to \$30,000.

In addition, and subject to Court approval, Class Counsel will ask the Court to authorize an Incentive Award payment of up to \$10,000 for Plaintiff for her work and effort in prosecuting this case, for undertaking the risks of payment of costs (in the event the outcome of this Action was not favorable), and a general release of all claims.

The Court may award less than these amounts. If lesser amounts are awarded, those unawarded amounts may be added to the Net Settlement Amount for distribution to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You may object only as to the class action portion of the settlement and only if you do not submit a Request for Exclusion (“opt out”) from the settlement. If you do not wish to opt out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the PAGA portion of the settlement under any circumstances regardless of whether you opt out of the class action settlement. If you are a PAGA Member, you automatically will be bound by the PAGA portion of the settlement, including the Released PAGA Claims, if the Court grants final approval of the settlement.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than **DATE** and/or appear at the Final Approval Hearing to raise objections, at the discretion of the Court. Your written objection must: (a) contain your name, address, telephone number, and the last four digits of your Social Security number; (b) state the case name and number: *Ashley Hudson v. Superior Vision Services, Inc., et al.*, Case No. 24CV008471; (c) state the specific reason for your objection including any

legal support; (d) state whether you or someone on your behalf intends to appear at the final approval hearing; and (e) contain your signature. If you do not wish to provide a written objection, you can otherwise appear in Court at the Final Approval Hearing and inform the Court of your objection to the Settlement.

If you do not object in the manner described above, you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys' fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

15. What's the difference between objecting and asking to be excluded?

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer applies or pertains to you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you do not have to attend.

The Proposed Settlement Will be Void if the Court Denies Final Approval.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Versant have agreed that, in either case, the Settlement will be void: Versant will not pay any money, and Class Members will not release any claims against Releasees. The confidentiality and non-disclosure provisions and the non-admission provisions in the Settlement will remain effective.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **DATE** in Department 8B, at the Superior Court of the State of California, County of Sacramento, Tani G. Cantil-Sakauye Sacramento Superior Courthouse, located at 500 G Street, Sacramento, CA 95814. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. There is no time limit for the Court to make its decision.

Note: The Court may change the date of the final approval hearing without further notice to the Settlement Class. You should check the Administrator's website **WEBSITE** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Any Class Member who returns a written objection letter will be notified by the Settlement Administrator of any rescheduling of the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. Counsel for the parties will answer any questions the judge may have. You may attend the hearing and you may ask to speak, but you do not have to attend.

If you submit an objection, you do not have to come to Court to talk about it, but you can come if you wish. The Court will hear from any Class Member who wishes to speak about the Settlement at the Final Approval Hearing. You also may hire and pay another lawyer besides Class Counsel to attend, but it is not required. You have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Class Counsel will not represent you in connection with any objection you submitted.

If you wish to appear at the Final Approval Hearing remotely, you can join via the Department's Zoom link or phone number. To join by Zoom link, enter the following web address into your browser: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>. To join by phone: (833) 568-8864 / ID 16184738886.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the Settlement. This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit the Settlement Administrator's website at [REDACTED] where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Class Counsel or Counsel for Versant for information about this lawsuit.

Write or email Class Counsel at:

Zachary M. Crosner
Jamie K. Serb
Sepideh Ardestani
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
zach@crosnerlegal.com
jamie@crosnerlegal.com
sepideh@crosnerlegal.com

Write or email Counsel for Versant at:

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

You may also contact the Settlement Administrator at:

[Simpluris Class Action Administration contact info]

Do not call, write, or otherwise contact the Court or the Court Clerk's Office to ask about this settlement process.

Exhibit 4

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Versant¹ in a non-exempt position in California or were assigned to perform services for Versant in California in a non-exempt role via a staffing agency at any time between May 1, 2020, and [the Preliminary Approval Date], a settlement of a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached in a class action lawsuit entitled *Ashley Hudson v. Superior Vision Services, Inc., et al.*, Case No. 24CV008471, pending in the Superior Court of California, County of Sacramento (the “Action”). The lawsuit was filed by Plaintiff Ashley Hudson (“Plaintiff”) against Defendant Versant Health, Inc., et al. Plaintiff and the Defendants are collectively referred to as the “Parties.”

Plaintiff, a former employee, filed a lawsuit asserting claims under California law for violations related to alleged unpaid overtime wages at the legal overtime pay rate, meal and rest breaks and payment of meal and rest break premiums, unpaid minimum and overtime wages, reimbursement of business expenses, inaccurate wage statements, untimely payment of final wages, and unfair business practices, on behalf of herself and all others employed by Versant in a non-exempt job position and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California at any time between May 1, 2020, and [Preliminary Approval Date] (“Class Members”).

Plaintiff also seeks civil penalties for these alleged Labor Code violations under California’s Private Attorneys General Act (“PAGA”) on behalf of herself and all other individuals employed by Versant in a non-exempt job position and/or individuals who were assigned to perform services for Versant in a non-exempt role via a staffing agency in California at any time between February 26, 2023, and [Preliminary Approval Date] (“PAGA Members”).

On [DATE] the Court preliminarily approved the Parties’ class and PAGA representative action settlement. The Settlement provides for individual settlement payments based on the number of workweeks and/or biweekly pay periods worked by Class Members and PAGA Members in a covered position in California between May 1, 2020, and [Preliminary Approval Date].

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either [SETTLEMENT WEBSITE] or the Court’s docket in this case through Superior Court of California, County of Sacramento website at <https://www.saccourt.ca.gov>. You may also contact the Settlement Administrator, Counsel for the Class, or Counsel for Versant.

Do not contact the Court or the Clerk’s Office about this settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	If you do nothing, you will automatically receive your share of the settlement if the Settlement receives final approval by the Court, and will be bound by the terms of the Settlement and releases described in this Notice.

¹ As used throughout this notice, “Versant” means Davis Vision, Inc. or Superior Vision Services, Inc. or any other direct or indirect subsidiary of Versant Health, Inc.

EXCLUDE YOURSELF	If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims and any other released claims at issue in this lawsuit, you may submit a written request for exclusion to the Settlement Administrator, postmarked no later than DATE. By opting out or excluding yourself from the class action, you will not receive a settlement check as part of the class action settlement. You will not be bound by any of the non-PAGA terms of the settlement and will not release any of your non-PAGA claims or Fair Labor Standards Act (“FLSA”) claims against Versant. NOTE: If you are a PAGA Member, as defined above, you cannot opt out of the PAGA Member group, even if you opt out of the class action settlement. If the settlement is approved, you will receive a check for your allocation of the PAGA portion of the settlement, and you will be bound by the PAGA portion of the release whether you cash the check or not.
OBJECT	If you wish to object to the Settlement, you ~~must~~ <u>should</u> submit a written Objection, and supporting papers, to the Court no later than DATE. This option is available only if you do <u>not</u> exclude yourself from the class action settlement. <u>You can otherwise appear in Court at the Final Approval hearing and the Court will hear from you regarding any objections you have to the Settlement.</u> All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

Settlement payments only will be issued if the Court grants final approval of the Settlement.

BASIC INFORMATION

1. Why did I get this notice?

Plaintiff and Versant reached a settlement of a class and representative PAGA action, and Versant’s records show you are a Class and/or PAGA Member covered by this settlement. On **DATE**, the Court ordered this Notice be provided to Class and PAGA Members to explain the Action, the Settlement, and your legal rights.

2. What is this lawsuit about?

This is a class and representative action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. In the Complaint filed in the Action, Plaintiff Ashley Hudson, a former employee, asserts the following claims under California law: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime 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 of employment; (6) failure to reimburse business expenses; and (7) unfair competition. These claims seek recovery on behalf of Class Members going back to May 1, 2020. Plaintiff’s claims under Labor Code § 2699 for civil penalties for the above alleged Labor Code violations are brought on behalf of the State of California concerning those PAGA Members who have covered pay periods on or after February 26, 2023. For more information regarding Plaintiff’s claims, you are advised to refer to the Amended Class and Representative Complaint, which is available on the Settlement Administrator’s website.

Versant denies Plaintiff’s claims and contends that all California non-exempt employees were properly paid and that Versant complied with all applicable laws. Versant entered into the Settlement solely for purposes of avoiding the

risks and uncertainty of litigation.

This Settlement is the result of good-faith, arm's-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. ~~The Parties agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and PAGA Members.~~

3. Has the Court decided who is right?

The Court hasn't decided whether Versant or Plaintiff is correct. Versant and Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by Versant.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

Subject to Court approval, under the terms of the Settlement, Versant agreed to pay \$382,500 ("Maximum Settlement Amount") to settle all claims at issue of Plaintiff, Class Members, and PAGA Members. Portions of the Maximum Settlement Amount will be used to pay Class Counsel's attorneys' fees and costs, Plaintiff's Service Enhancement award, the costs of the Settlement Administration, and payments to the State of California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties. The remainder of the Maximum Settlement Amount will be available to pay money to the Class Members who do not exclude themselves from the class (the "Net Settlement Amount"). Specifically, the Maximum Settlement Amount will be allocated as follows:

- 1) **Class Counsel's Attorneys' Fees and Costs.** Class Counsel will ask the Court to award attorneys' fees of up to 1/3 of the of the Maximum Settlement Amount, or \$127,500, and actual litigation costs up to \$30,000.
- 2) **Class Representative Service Enhancement Award to Plaintiff.** Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff.
- 3) **Settlement Administration Expenses.** Class Counsel will ask the Court to reimburse the Settlement Administrator, Simpluris Class Action Administration, for the costs incurred in administering the proposed Settlement ("Settlement Administration Expenses"), estimated to be no more than **\$7,000**.
- 4) **PAGA Penalty Payments.** Class Counsel will ask the Court to authorize a payment of \$22,500 to the California LWDA and a collective payment of \$7,500 to the PAGA Members to settle claims alleged under PAGA.
- 5) **Payments to Class Members.** The amounts described in No. 1-4 above all will be subtracted from the Gross Fund Value, and the amount remaining will constitute the Net Settlement Amount. The Net Settlement Amount will then be allocated for distribution under the procedure described below to Class Members who do not exclude themselves from the Settlement.

The Net Settlement Amount will be divided among Class Members based on the number of workweeks each Class Member worked compared to the number of workweeks worked by all Class Members between May 1, 2020, and **[Preliminary Approval Date]**.

The PAGA Group Payment will be divided among PAGA Members based on the number of biweekly pay periods each PAGA Member worked compared to the number of biweekly pay periods worked by all PAGA Members between February 26, 2023, and **[Preliminary Approval Date]**, including those who opt out of the class action settlement.

Tax Treatment of Settlement Payments

Individual Class Settlement Payments will be allocated as follows: 1/3 to unpaid wages, with all applicable taxes withheld, for which an IRS Form W-2 shall be issued and 2/3 to non-wage recovery, including interest and penalties, for which an IRS Form 1099 shall be issued. Versant will pay its share of employer's payroll taxes on the amounts allocated as unpaid wages, which will be made as a separate payment in addition to the Maximum Settlement Amount.

Payments to PAGA Members from the PAGA Group Payment are treated as civil penalties, not wages, for tax purposes, for which an IRS Form 1099 shall be issued.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

Settlement Administrator

The Court has appointed a neutral company, **Simpluris Class Action Administration** (the "Settlement Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also review Class Member challenges over estimated workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is **[redacted]**.

Your Weeks Worked and Estimated Individual Settlement Payment:

The settlement covers all workweeks from May 1, 2020, through **[Preliminary Approval Date]**, in which a Class Member worked in a non-exempt job position in California. According to Versant's records, you worked in a non-exempt job position in California for some period(s) within this time period during the following dates: **[StartDate]** to **[EndDate]**.

The PAGA portion of the settlement covers all biweekly pay periods from February 26, 2023, through **[Preliminary Approval Date]**, in which a PAGA Member worked in a non-exempt job position in California. According to Versant's records, you worked in a non-exempt job position in California for some period(s) within this time period during the following dates: **[StartDate]** to **[EndDate]**.

Based on your work dates, the approximate amount of your recovery is: **<< TotalestAmount>>**. This amount may change depending on participation in the settlement by all Class Members (for example, if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds). If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: **PAGAestAmount**.

Procedure for Disputing Information

If you want to dispute your number of estimated workweeks or pay periods, you need to provide written evidence supporting your claim by **DATE** and send to:

[Simpluris Class Action Administration contact info]

Versant's records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. Versant's Counsel will investigate any dispute regarding the estimated number of workweeks or pay periods you worked based on Versant's records and the evidence submitted by you, and Versant will decide whether your challenge shall be accepted and whether any additional workweeks or pay periods should be credited to you. Versant's decision will be final and binding without a right of appeal.

5. What am I giving up in exchange for the settlement benefits?

Release by Class Members

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement shall be deemed to have fully, finally, and forever released Releasees² from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, whether in law or equity, that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to based on the allegations in the Complaints and/or PAGA Letter, and any amendments thereto, ~~based on the facts, claims, and/or allegations pled therein~~ including but not limited to state and/or federal claims for: failure to pay minimum wage and liquidated damages, failure to pay overtime, failure to provide meal periods or meal premiums, failure to provide rest periods or rest premiums, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and, unfair competition in violation of the California Business & Professions Code, and/or all penalties under the California Labor Code and California's Wage Orders, claims under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, et seq. ("FLSA"), and claims derivative of and/or related to those claims, including those under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., as amended. ("ERISA"), from May 1, 2020, through [Preliminary Approval Date] ("Released Class Claims"). All Class Members shall be bound by the release as to the Released Class Claims unless they timely opted out of the settlement as explained below.

Release by PAGA Members

Plaintiff on behalf of herself and on behalf of the LWDA and each and every PAGA Member, shall be deemed to have fully, finally, and forever released each and all of the Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, under PAGA, that have been asserted or that could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the ~~PAGA Action Complaints~~ and/or the PAGA Letter, ~~and any amendments thereto; or that could have been asserted in the Amended Class and Representative Complaint,~~ and any amendments thereto, ~~based on the facts, claims and/or allegations pled therein.~~ Released PAGA Claims include, but are not limited to, claims for failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, failure to provide suitable resting facilities, unlawful deductions, failure to provide reporting time pay, day of rest violations, sick leave violations, failure to provide suitable seating (Sections 14(A) and (B)), failure to pay vested vacation/paid time off, violation of Labor Code 208, and the use of unlawful agreements, including unlawful criminal history inquiries, unlawful PAGA waivers, and violation of Labor Code 432.6 from February 26, 2023 through [Preliminary Approval Date] ("Released PAGA Claims"). All PAGA Members shall be bound by the release as to any Released PAGA Claims even if they have opted out of the non-PAGA portion of the settlement.

² "Releasees" means Superior Vision Services, Inc., Superior Vision Benefit Management, Inc., Versant Health Holdco, Inc., Versant Health, Inc., Versant Health Consolidations Corp., Versant Health Lab, LLC, Davis Vision, Inc., and MetLife Services and Solutions, LLC, and all of their current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

HOW TO GET A SETTLEMENT PAYMENT

6. How do I get a settlement payment?

If the Settlement receives final approval by the Court, and you do not opt out, you will be mailed a check for your Class Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you are a PAGA Member, you will be mailed a check for your share of the PAGA Group Payment even if you opted out of the non-PAGA portion of the Settlement.

7. When will I get my check?

The Court has scheduled a Final Approval Hearing on **DATE**. If the Court approves the Settlement, and there are no appeals, the Settlement Administrator will mail you your payment approximately three months after that. If there are any appeals of the approval order, your payment may be delayed until all appeals are resolved and the settlement becomes effective.

You will have 90-180 days from the date the check is issued to cash it. After 90-180 calendar days from the date of mailing, the checks shall become null and void. Any uncashed amounts from your settlement check will be sent to the Controller of the State of California as Unclaimed Property to be held in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

8. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund, <https://ucpi.sco.ca.gov/en/Property/SearchIndex>, for instructions on how to retrieve the funds.

9. What if I change my address?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

You may only request exclusion from the non-PAGA portion of the settlement. You may not opt out of the PAGA portion of the settlement.

Class Members who wish to “opt out” of and be excluded from the non-PAGA portion of the settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than **DATE**. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against any Releasees. If you are a PAGA Member, you will still receive a check with your share of the PAGA Group Payment allocated to settle PAGA Members’ claims for civil penalties and you will be bound by the release as to the Released PAGA Claims.

Requests for Exclusion that do not include all required information or that are not timely submitted are ineffective. If you do not submit a valid and timely Request for Exclusion on or before **DATE**, and if the Court grants final approval of the settlement, you will be bound by the Settlement and its releases of the Released Class Claims and you will be considered a Settlement Class Member for settlement distribution purposes.

11. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself from the non-PAGA portions of the Settlement, you will be bound by all the terms of the Settlement relating to the class allegations, including the waiver and release of all Released Class Claims as set forth above, and you will be prevented from suing Releasees or participating in any other litigation or class action relating to the Released Class Claims, if the Court grants final approval of the settlement. Regardless of whether you exclude yourself from the non-PAGA portions of the Settlement, if you are a PAGA Member, you will be bound by the Released PAGA Claims and you will be prevented from suing any Releasees or participating in any other litigation or representative action relating to the Released PAGA Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has decided that Zachary M. Crosner, Jamie K. Serb and Sepideh Ardestani of Crosner Legal, PC (“Class Counsel”) are qualified to represent you and all Class Members for purposes of this Settlement. This means they have been appointed to serve as Class Counsel and represent the Class Members. You will not be charged for the work performed by Class Counsel. You may also appear in the Action through an attorney of your choice, at your own expense. Class Counsel’s contact information is provided at the end of this Notice.

13. How will the costs of the lawsuit and the settlement be paid?

You will not be charged for any costs. Class Counsel will request the Court award their fees and reimburse their advancement of litigation expenses from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys’ fees to compensate them for the work performed for the benefit of the Class up to one-third of the Maximum Settlement Amount, Class Counsel will ask the Court to award attorneys’ fees of up to 1/3 of the of the Maximum Settlement Amount, or \$127,500, and actual litigation costs up to \$30,000.

In addition, and subject to Court approval, Class Counsel will ask the Court to authorize an Incentive Award payment of up to \$10,000 for Plaintiff for her work and effort in prosecuting this case, for undertaking the risks of payment

of costs (in the event the outcome of this Action was not favorable), and a general release of all claims.

The Court may award less than these amounts. If lesser amounts are awarded, those unawarded amounts may be added to the Net Settlement Amount for distribution to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You may object only as to the class action portion of the settlement and only if you do not submit a Request for Exclusion (“opt out”) from the settlement. If you do not wish to opt out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the PAGA portion of the settlement under any circumstances regardless of whether you opt out of the class action settlement. If you are a PAGA Member, you automatically will be bound by the PAGA portion of the settlement, including the Released PAGA Claims, if the Court grants final approval of the settlement.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you ~~must~~ should mail your objection to the Settlement Administrator no later than **DATE** and/or appear at the Final Approval Hearing to raise objections, at the discretion of the Court. Your written objection must: (a) contain your name, address, telephone number, and the last four digits of your Social Security number; (b) state the case name and number: *Ashley Hudson v. Superior Vision Services, Inc., et al.*, Case No. 24CV008471; (c) state the specific reason for your objection including any legal support; (d) state whether you or someone on your behalf intends to appear at the final approval hearing; and (e) contain your signature. If you do not wish to provide a written objection, you can otherwise appear in Court at the Final Approval Hearing and inform the Court of your objection to the Settlement.

If you do not object in the manner described above, you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys’ fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

15. What’s the difference between objecting and asking to be excluded?

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer applies or pertains to you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you do not have to attend.

The Proposed Settlement Will be Void if the Court Denies Final Approval.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Versant have agreed that, in either case, the Settlement will be void: Versant will not pay any money, and Class Members will not release any claims

against Releasees. The confidentiality and non-disclosure provisions and the non-admission provisions in the Settlement will remain effective.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **DATE** in Department **228B**, at the Superior Court of the State of California, County of Sacramento, **Tani G. Cantil-Sakauye Sacramento Superior Courthouse**, located at **500 G Street 720 9th Street**, Sacramento, CA 95814. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. -After the hearing, the Court will decide whether to approve the Settlement. There is no time limit for the Court to make its decision.

Note: The Court may change the date of the final approval hearing without further notice to the Settlement Class. You should check the Administrator's website **WEBSITE** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Any Class Member who returns a written objection letter will be notified by the Settlement Administrator of any rescheduling of the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. Counsel for the parties will answer any questions the judge may have. You may attend the hearing and you may ask to speak, but you do not have to attend.

If you submit an objection, you do not have to come to Court to talk about it, but you can come if you wish. The Court will hear from any Class Member who wishes to speak about the Settlement at the Final Approval Hearing. As long as you mailed a valid objection on time, the Court will consider it. You also may hire and pay another lawyer besides Class Counsel to attend, but it is not required. You have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Class Counsel will not represent you in connection with any objection you submitted.

If you wish to appear at the Final Approval Hearing remotely, you can join via the Department's Zoom link or phone number. To join by Zoom link, enter the following web address into your browser: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>. To join by phone: (833) 568-8864 / ID 16184738886.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the Settlement. This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit the Settlement Administrator's website at **WEBSITE** where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Class Counsel or Counsel for Versant for information about this lawsuit.

Write or email Class Counsel at:

Zachary M. Crosner
 Jamie K. Serb
 Sepideh Ardestani
 CROSNER LEGAL, PC
 9440 Santa Monica Blvd., Suite 301

Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
zach@crosnerlegal.com
jamie@crosnerlegal.com
sepideh@crosnerlegal.com

Write or email Counsel for Versant at:

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

You may also contact the Settlement Administrator at:

[Simpluris Class Action Administration contact info]

Do not call, write, or otherwise contact the Court or the Court Clerk's Office to ask about this settlement process.

Exhibit 5

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On April 24, 2026, I served true copies of the following document(s) described as

on the interested parties in this action as follows:

MORGAN, LEWIS & BOCKIUS LLP

hannah.schnell@morganlewis.com

San Francisco, CA 94102

Executed on April 24, 2026, in Los Angeles, California.

AMENDED SERB DECLARATION ISO MOTION FOR PRELIMINARY APPROVAL