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

This 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-five (45) days following the mailing of the Class Notice by the Settlement Administrator. If the 45th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.

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 include the following Amended Class and Representative Complaint: 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, 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 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 in the 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. <u>Settlement Payments</u>

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. <u>Objections</u>

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 be sent no later than forty-five (45) days after the mailing of the Class Notice, and such deadline applies notwithstanding any argument regarding non-receipt of the notice. Anyone who fails to send timely written objections 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. 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. <u>Opt Outs</u>

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. <u>Entry of Judgment</u>

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. <u>SETTLEMENT ADMINISTRATION</u>

A. <u>Settlement Administrator Duties</u>

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% 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. <u>Notice to Class Members</u>

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) days from the date of mailing of the Class

Notice to opt out of the Class or object to the Settlement. If the 45th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. 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 recissions 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 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(l)(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.
45 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 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
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: 12 / 18 / 2025

____
Ashley Hudson

VERSANT HEALTH, INC.

Dated: 1/23/2026 | 7:50 PM EST

Signed by:

2FF1B673DA42429...

Name: Kimberly Davis

Title: Chief Financial Officer

APPROVED AS TO FORM

CROSNER LEGAL, PC

Dated: 12/18/2025

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

MORGAN, LEWIS & BOCKIUS LLP

Dated: 01/23/2025

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