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SUPERIOR COURT OF CALIFORNIA

SAN FRANCISCO COUNTY

CATHERINE HUSTED, individually and on behalf of all others similarly situated,

Plaintiff,
v.

DIGNITY HEALTH, a California nonprofit public-benefit corporation, and DOES 1 through 10, inclusive,

Defendant.

Case No. CGC-24-612854

SUPPLEMENTAL DECLARATION OF GEORGE R. NEMIROFF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

Date: November 5, 2026
Time: 11:00 a.m.
Honorable Ethan P. Schulman
Department 304

(approved by Dept. 304)

I, GEORGE R. NEMIROFF, declare as follows:

1. I am an attorney duly licensed to practice before the courts of the State of California and an associate attorney at Wynne Law Firm, counsel of record for Plaintiff Catherine Husted in this action. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to them.

2. I submit this supplemental declaration in support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Settlement and in response to the Court's October 2, 2026 Order continuing the motion (the "Order"). This declaration supplements my September 3, 2026 declaration and describes the proposed revisions to the settlement agreement, Class Notice, and administration procedures. Except as corrected or supplemented here, I continue to rely on the factual showing in my prior declaration. The revised Class and PAGA Representative Action Settlement Agreement, including its amendments, is referred to below as the "Revised Agreement."

3. The revised Class Notice identifies both the proposed class action and PAGA settlement. It explains in plain language that a class action seeks relief for employees with similar claims and that a PAGA action seeks civil penalties on behalf of the State of California for alleged Labor Code violations. The notice describes the claims as concerning reimbursement of business expenses and removes the erroneous references to an "overtime lawsuit." The revised Class Notice is included as Exhibit A to the Revised Agreement identified in paragraph 22 below.

4. Plaintiff's counsel submitted the proposed settlement to the Labor and Workforce Development Agency ("LWDA") on September 3, 2026. Plaintiff's counsel will submit the amended settlement agreement, including the revised Class Notice and all amendments, to the LWDA at the same time these supplemental filings are filed with the Court, as directed by Section I.A of the Order.

5. The opening paragraph and Sections 1 and 10 of the revised Class Notice identify June 3, 2026 as the Class Period end date. Section 3 explains that recipients are receiving notice because Defendant's records identify them as members of the proposed settlement class. The class definition mirrors the Revised Agreement, identifies Dignity Health, and removes the erroneous

reference to Mountain Mike's Pizza. Section 4 identifies the First Amended Complaint as the operative pleading.

6. The table of contents of the revised Class Notice reflects the notice's page numbers and section titles. The Section 8 title uses "Plaintiff" in the singular. Sections 14 and 19 consistently use "Final Settlement Hearing."

7. The "OBJECT TO THE SETTLEMENT" summary and Section 14 explain that only Participating Class Members may object. They may submit written objections to Phoenix Class Action Administration Solutions ("Phoenix") by email, fax, or mail, or may appear at the Final Settlement Hearing to object orally. A written objection need not be filed with the Court or mailed to counsel. The revised notice provides Phoenix's applicable contact information, the response deadline, and the complete case number, CGC-24-612854.

8. The "OPT OUT" summary and Section 16 distinguish exclusion from the class settlement from participation in the PAGA settlement. A Class Member may request exclusion from the class settlement but cannot opt out of the PAGA portion. An excluded Class Member who is an eligible Aggrieved Employee remains bound by the PAGA Release and will receive an Individual PAGA Payment. Exclusion requests may be submitted to Phoenix by fax, email, or mail and should include the Class Member's name, address, telephone number, the last four digits of the Social Security number and/or Employee ID number, and a clear statement requesting exclusion from settlement of the class claims.

9. Sections 7 and 8 identify the $500,000.00 Gross Settlement Amount and the proposed deductions: attorneys' fees of up to $166,666.67; litigation costs not to exceed $20,000.00; a $5,000.00 Class Representative Enhancement Award; and administration costs not to exceed $6,650.00, including email notice costs. The $25,000.00 PAGA allocation consists of $18,750.00 payable to the LWDA and $6,250.00 for Individual PAGA Payments. The notice defines LWDA at its first use and distinguishes the class distribution from the employee PAGA distribution. Using these requested amounts, the amount available for Individual Class Payments is $276,683.33, and the separate employee PAGA allocation is $6,250.00, for total employee distributions of $282,933.33.

10. My prior declaration stated an attorneys' fee request of $166,667.67. The correct requested amount is $166,666.67, as identified in the agreement and described in the Order. With that fee amount, $20,000.00 in costs, a $5,000.00 enhancement, $6,650.00 in administration costs, and the $18,750.00 LWDA payment, total deductions from the gross amount are $217,066.67, leaving $282,933.33 for employee distributions, including the $6,250.00 employee PAGA share. The $283,332.33 figure identified in the Order results from using the prior $166,667.67 fee figure and Phoenix's initial $6,250.00 bid, which did not include email notice. The updated administration amount adds $400.00, while correction of the fee figure reduces the fee by $1.00, producing a net reduction of $399.00 from the figure in the Order. Plaintiff requests clarification of the net figure to reflect the approved fees and administration costs, with corresponding figures used consistently in the agreement and notice.

11. Section 9 uses Work Months, rather than weeks, to allocate the class distribution. Each Participating Class Member's Individual Class Payment is proportional to that person's Work Months during the Class Period, with partial months rounded up to the next whole month. Section 10 includes spaces for each recipient's estimated Individual Class Payment and credited Work Months and, where applicable, estimated Individual PAGA Payment and credited PAGA Months.

12. Section 11 uses the defined term "Aggrieved Employee" and identifies the PAGA Period as February 8, 2023 through June 3, 2026. Phoenix will divide the $6,250.00 employee PAGA allocation by the total PAGA Months worked by all Aggrieved Employees during that period. Each eligible employee's Individual PAGA Payment will equal that per-month amount multiplied by the employee's PAGA Months. This allocation includes eligible Aggrieved Employees who request exclusion from the class settlement. The employee PAGA allocation is a separate component of employee distributions and is not deducted twice.

13. Section 15 expressly distinguishes the class release applicable to Participating Class Members from the PAGA Release applicable to all Aggrieved Employees. It reproduces the substantive language of paragraphs 5.2 and 5.3 of the Revised Agreement and identifies paragraph 1.43 as defining Released Parties. The notice explains that a Class Member who

requests exclusion does not release the class claims but, if an Aggrieved Employee, remains bound by the PAGA Release.

14. Section 20 removes references to installment payments. It states that Defendant must fully fund the settlement within seven days after the Effective Date and that Phoenix will mail settlement checks within seven days after funding. Section 21 removes the outdated references to "DomainWeb" and "Case Theory," directs Class Members to the San Francisco Superior Court's case-information website, and instructs them to select "Case Query" and search using Case No. CGC-24-612854. It also explains that court documents may be reviewed in person at the Clerk's Office. No claim form is required, and the revised notice removes references to a separate claims process and directs settlement-related inquiries to Phoenix.

15. The revised notice explains how Class Members may dispute the Work Months credited to them. Section 9 states that Phoenix will notify challenging Class Members of its final determination of their Work Months and resulting Individual Class Payments after resolution of timely disputes. Sections 10 and 13 provide that settlement checks will remain negotiable for at least 180 days and that funds attributable to uncashed checks will be transferred to the California Controller's Unclaimed Property Fund in the recipient's name. They remove the prior reference to donation of uncashed funds to charity and explain that a Participating Class Member remains bound by the applicable release even if the settlement check is not cashed.

16. In response to the Court's concern about the definition of Released Parties, Plaintiff seeks approval of the related-party definition described in the supplemental brief and set forth in paragraph 1.43 of the Revised Agreement. That definition includes Dignity Community Care, CommonSpirit Health, and Dignity Health Medical Foundation, together with the related persons and entities described in the agreement. Plaintiff is not proposing to remove those identified entities from the definition. The requested protection concerns potential responsibility for the expense-reimbursement practices resolved in this action, within the scope and periods of the applicable releases.

17. I reviewed the First Amended Complaint, which names Doe defendants and alleges in paragraph 11 that "additional defendants may be legally responsible in some manner

for the unlawful acts referred to herein." The related-party protection requested in the supplemental brief addresses potential responsibility for the same alleged reimbursement practices, including under joint-employer, agency, successor, or alter-ego theories. The requested approval does not seek to release independent conduct or claims outside the settlement. I do not ask the Court to determine in this motion that any particular nonparty was Plaintiff's employer or is liable under any such theory.

18. The requested definition of Released Parties is to be applied consistently to the class and PAGA releases and the explanation in the Class Notice. Participating Class Members and Aggrieved Employees are subject to their respective releases as described in paragraphs 5.2 and 5.3 of the Revised Agreement. The requested related-party protection is tied to the settled claims and applicable release periods, as explained in the supplemental brief.

19. The settlement followed contested discovery, investigation, and mediation. As discussed in my prior declaration, Defendant disputes whether the alleged practices were system-wide, whether personal-device and home-internet use was necessary, and whether it had notice of unreimbursed expenses. These disputes create risks concerning certification and recovery on the merits. The settlement class is limited to the exempt Nurse Manager position Plaintiff held, reducing the risks associated with pursuing the broader group of exempt employees.

20. The exposure analysis in my prior declaration estimated potential exposure of $445,351.07 for cell service, $105,110.00 for home internet, $49,000.00 for mobile devices, and $1,213,200.00 in PAGA penalties, totaling $1,812,661.07. The estimates use 10,511 work-months, 196 Class Members, and 12,132 pay periods, together with the assumptions stated in that declaration. These are estimates of disputed potential exposure, not established liability. The $500,000.00 Gross Settlement Amount represents approximately $2,551.02 per Class Member before deductions. That gross average is not an estimate of any individual's net payment.

21. Based on the investigation, the disputed issues affecting certification and liability, the monetary recovery, and the revisions described above, I continue to recommend preliminary approval of the $500,000.00 settlement and approval of the revised notice and administration procedures. My recommendation includes the proposed $25,000.00 PAGA allocation, consisting

of $18,750.00 for the LWDA and $6,250.00 for Aggrieved Employees, considered together with the recovery for reimbursement claims and the litigation risks described in my prior declaration.

22. Attached hereto as Exhibit 1 is a true and correct copy of the Revised Class and PAGA Representative Action Settlement Agreement, including all amendments and the revised Class Notice attached as Exhibit A thereto.

23. Attached hereto as Exhibit 2 is a true and correct copy of the redline Revised Class and PAGA Representative Action Settlement Agreement, including all amendments and the revised redline Class Notice attached as Exhibit A thereto.

24. Attached hereto as Exhibit 3 is a true and correct copy of Phoenix's updated bid for administration of this settlement. The updated bid provides for administration costs not to exceed $6,650.00, includes email notice costs, and provides for transfer of funds attributable to uncashed checks to the California Controller's Unclaimed Property Fund in the affected recipient's name.

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

Executed on October 28 2026, at Larkspur, California.



George R. Nemiroff

EXHIBIT 1

CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class and PAGA Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Catherine Husted ("Plaintiff") and Dignity Health ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's pending lawsuit against Defendant captioned *Catherine Husted v. Dignity Health*, initiated on March 4, 2024, Case No. CGC-24-612854 and pending in Superior Court of the State of California, County of San Francisco, as amended via the filing of a First Amended Complaint on or about April 15, 2024.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means any and all persons employed by Defendant in California and classified as an exempt nurse manager during the PAGA Period.

1.5. "Class" means all persons employed by Defendant in California and classified as an exempt nurse manager during the Class Period.

1.6. "Class Counsel" means Edward J. Wynne and George R. Nemiroff of Wynne Law Firm.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, Social Security number, available email address(es), and number of Months.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court-Approved Notice of Proposed Class Action and PAGA Settlement, to be mailed and, where email addresses are available, emailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 4, 2020 to June 3, 2026.

1.13. "Class Representative" means the named Plaintiff Catherine Husted in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Francisco, the forum where the Motion for Preliminary Approval will be filed.

1.16. "Defendant" means named Defendant Dignity Health.

1.17. "Defense Counsel" means Richard Simmons, Jason Kearnaghan, Hilary Habib, and Tyler Johnson of Sheppard, Mullin, Richter, and Hampton LLP.

1.18. "Effective Date" means the date on which the Final Award becomes final. For purposes of this Section, the Final Award "becomes final" only after the Court grants the Motion for Final Approval, enters Judgment, and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

1.19. "Employee Paid Taxes" means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.

1.20. "Final Approval" or "Final Award" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $500,000, which is the total gross amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Defendant will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, separate and in addition to the Gross Settlement Amount.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Months worked during the Class Period, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Months worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Month" means any month during which a Class Member worked for Defendant, for at least one day, during the Class Period.

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.

1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "Objection to Settlement" a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employee's

social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

1.32. "PAGA Month" means any Month during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period from February 8, 2023 to June 3, 2026.

1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. "PAGA Notice" means Plaintiff's February 8, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a), Case No. LWDA-CM-1009900-24.

1.36. "PAGA Penalties" means the total amount of $25,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($6,250) and the 75% to LWDA ($18,750) in settlement of PAGA claims.

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. "Plaintiff" means Catherine Husted, the named plaintiff in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.43. "Released Parties" means: Defendant, Dignity Community Care, CommonSpirit Health, and Dignity Health Medical Foundation, and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers,

alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.44. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendant Dignity Health. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys' General Act.

1.45. "Response Deadline" means 45 days after the Administrator first mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.47. "Settlement Payment Check" means the payment to Class Members.

2. RECITALS.

2.1. On March 4, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations under the Labor Code for business expense reimbursement and the Business and Professions Code for unfair, unlawful, or fraudulent business practices (the "Complaint"). On or about April 15, 2024, Plaintiff filed a First Amended Complaint, asserting an additional cause of action for violation of the Private Attorneys General Act ("PAGA"). The First Amended Complaint is referred to herein as the "Operative Complaint."

Defendant denies the allegations in the Complaint and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On June 3, 2026, the Parties participated in an all-day mediation presided over by mediator Tripper Ortman, which led to this Agreement to settle the Action.

2.4. Prior to mediation and in negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, relevant information from Defendant, including but not limited to, employee reimbursement records, records relating to Plaintiff, Defendant's policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk / Kullar"*).

2.5. The Court has not yet granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay the total gross amount of $500,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of $5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator

will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for all Employee Paid Taxes owed on the Class Representative Service Payment. The Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiff of a stand-alone settlement agreement and general release of all claims.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be $166,666.67 and a Class Counsel Litigation Expenses Payment of not more than $20,000. Defendant will not oppose requests for these payments provided that the requested costs and fees do not exceed these amounts. Plaintiff and/or Class Counsel will seek to recover such payments as part of Plaintiff's Motion for Final Approval, which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $6,650 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,650, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Months worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Months.

3.2.4.1. Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of reimbursement claims, interest, and penalties, and therefore, the payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $25,000 to be paid from the Gross Settlement Amount, with 75% ($18,750) allocated to the LWDA PAGA Payment and 25% ($6,250) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250) by the total number of Months worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Months. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member and Aggrieved Employee Months. Based on a review of its records to date, as of June 3, 2026, Defendant estimates there are 196 Class Members who collectively worked a total of 10,647 Months, and 182 Aggrieved Employees who worked a total of 5,783 PAGA Months.

4.2. Class Data. Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel

will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby

leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiff and each of Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendant, Dignity Community Care, CommonSpirit Health, and Dignity Health Medical Foundation) from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendant and Plaintiff's compensation while so employed ("Plaintiff's Release"). Plaintiff's Release includes all claims asserted in the Action and/or arising from or related to the facts and claims alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts and claims alleged. Plaintiff's Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.,* 2699 *et seq.,* 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the

California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The specific terms of Plaintiff's Release will be detailed in a stand-alone individual settlement agreement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members:

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts alleged. The Released Class Claims include without limitation statutory, constitutional, contractual, or common law claims for reimbursement of business expenses or any other claim that Defendant allowed or required employees to bear any

of the costs associated with the operation of Defendant's business, including claims based on reimbursement of cell phones, internet, modems, laptops, monitors, or utilities ("Released Claims"), including but not limited to violation of Labor Code section 2802, violation of the unfair competition law (Cal. Bus. & Prof. Code sections 17200 *et seq.*), and Cal. Civ. Proc. Code section 1021.5. This release excludes the release of claims not permitted by law.

5.3 Release by Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's Operative Complaint, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to reimburse business expenses and alleged violations of Labor Code sections 2802, 2698, *et seq*. and 2699 *et seq* ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the San Francisco County Superior Court's current requirements for Preliminary Approvals, as applicable.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class

Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff will also prepare and deliver to the LWDA notice of this settlement and the Final Judgment.

6.3 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Months, and PAGA Months in

the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail and, where an email address is available in the Class Data, by email, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Months and PAGA Months (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Months and/or PAGA Months, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice

is re-mailed). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendant Dignity Health. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release under Paragraphs 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class settlement.

7.6 Challenges to Calculation of Months. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Months (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Months contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall notify each challenging Class Member in writing, by mail and by email where an email address is available, of

its final determination regarding the challenged Months and/or PAGA Months. The Administrator's determination of each Class Member's allocation of Months shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Months to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed, re-mailed, and emailed, including any email delivery failures, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Months received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Month Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Months. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. In advance of the filing of Plaintiff's Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform

under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of

the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to

report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. Plaintiff and Class Counsel, and Defendant's officers, directors, attorneys, and its employees in its Human Resources and Legal departments will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the individual settlement agreement referenced herein shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website(s).

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant l in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendant, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Edward J. Wynne
George R. Nemiroff
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Suite 3G
Wood Island Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900
ewynne@wynnelawfirm.com; gnemiroff@wynnelawfirm.com

To Defendant:

Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
rsimmons@sheppard.com; jkearnaghan@sheppard.com;
hhabib@sheppard.com

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

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

On Behalf of Plaintiff:

Dated: 10/28/2026



Catherine Husted, Plaintiff

On Behalf of Defendant Dignity Health:

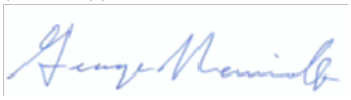
Dated: _____

_____
Name:
Title:

APPROVED AS TO FORM & CONTENT

WYNNE LAW FIRM

Dated: October 28, 2026



Edward J. Wynne
George R. Nemiroff
Attorneys for Plaintiff Catherine Husted

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: _____

_____
Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Attorneys for Defendant Dignity Health

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

If you were employed by Dignity Health as an exempt Nurse Manager at any time between March 4, 2020 and June 3, 2026, a proposed class action and PAGA settlement may affect your rights.

A California Court has authorized this notice. This is not a solicitation from a lawyer.

California law prohibits retaliation for participating in this lawsuit concerning reimbursement of necessary business expenses.

The Final Settlement Hearing will be held on [HEARING DATE] at [HEARING TIME], Department 304, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. The Court will determine whether the proposed settlement is fair, reasonable, and adequate.

On March 4, 2024, Plaintiff Catherine Husted filed this action against Dignity Health, Case No. CGC-24-612854. Plaintiff alleges unreimbursed personal mobile-device and home-internet expenses, unfair business practices, and PAGA penalties. Defendant denies liability. The Court has not decided the merits.

A class action allows a representative to pursue claims for similarly situated employees. A PAGA action seeks civil penalties on behalf of the State of California and aggrieved employees. You may opt out of the class settlement, but not the PAGA settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

IF YOU DO NOT OPT OUT	You will receive an Individual Class Payment, release class claims, and, if eligible, receive an Individual PAGA Payment and release PAGA claims.
DO NOTHING OR DO NOT CASH YOUR SETTLEMENT CHECK	You remain bound by applicable releases even if you do not cash your check. Uncashed funds will be transferred to the California Controller's Unclaimed Property Fund in your name.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may object by email, fax, or mail to the Settlement Administrator by [OBJECTION DEADLINE], or appear at the Final Settlement Hearing and object orally.
OPT OUT	You may request exclusion from the class settlement by email, fax, or mail by [EXCLUSION DEADLINE]. You will not receive an Individual Class Payment or release class claims. You cannot opt out of PAGA; if eligible, you will receive an Individual PAGA Payment and release PAGA claims.

Questions? Contact the Settlement Administrator using the information at the end of this Notice. DO NOT CALL THE COURT.

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BASIC INFORMATION

1. What is the purpose of this Notice?

Plaintiff and Defendant have reached a proposed settlement of a class action and a Private Attorneys General Act (PAGA) action. Defendant's records show that you were employed by Dignity Health as an exempt Nurse Manager at some time between March 4, 2020 and June 3, 2026. The lawsuit is Catherine Husted v. Dignity Health, Case No. CGC-24-612854, pending before Judge Ethan Schulman in San Francisco Superior Court. The Court has not yet approved the settlement. You need not do anything to receive a class settlement payment if you remain in the Class.

2. What is this lawsuit about?

Plaintiff alleges that Dignity Health failed to reimburse exempt Nurse Managers for necessary expenses associated with personal mobile devices and home internet used for work, and asserts a related unfair competition claim. A class action allows one person to pursue claims on behalf of other employees with similar claims. A PAGA action seeks civil penalties for alleged Labor Code violations on behalf of the State of California and aggrieved employees. Dignity Health denies wrongdoing. The Court has not determined the merits.

3. Why am I receiving this Notice?

You are receiving this Notice because Defendant's records identify you as a member of the Settlement Class: all persons employed by Dignity Health in California as exempt Nurse Managers during the Class Period, March 4, 2020 through June 3, 2026. This Notice describes the proposed settlement, your estimated payment, the claims affected, and your rights to object or request exclusion from the class settlement. The separate PAGA portion applies to eligible Aggrieved Employees regardless of whether they opt out of the class settlement.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

The First Amended Complaint alleges failure to reimburse necessary business expenses (Labor Code section 2802), unfair business practices (Business and Professions Code section 17200 et seq.), and civil penalties under PAGA. The allegations concern work-related use of personal mobile devices and home internet. Defendant denies all liability.

5. Has the Court decided who is right?

No. The Court has not decided the merits of Plaintiff's claims or Defendant's defenses.

WHAT ARE THE TERMS OF THE SETTLEMENT?

6. Who is paying what for the settlement?

Without admitting wrongdoing, Defendant has agreed to pay a Gross Settlement Amount of $500,000.

7. How will the settlement be divided?

From the $500,000 Gross Settlement Amount, the parties propose deductions of up to $166,666.67 in attorneys' fees, $20,000 in litigation costs, $6,650 in settlement administration expenses, $5,000 as a service award to Plaintiff, and $25,000 in PAGA penalties ($18,750 to the Labor and Workforce Development Agency (LWDA) and $6,250 to eligible Aggrieved Employees). The estimated Net Settlement Amount available for Individual Class Payments is $276,683.33 if all maximum deductions are approved. The Court may approve lower deductions, which would increase the amount available to the Class. The $6,250 employee portion of PAGA penalties is distributed separately from Individual Class Payments.

8. What payments will Class Counsel and others request?

Class Counsel will request attorneys' fees not exceeding $166,666.67 and litigation costs not exceeding $20,000. Settlement administration expenses will not exceed $6,650. Plaintiff Catherine Husted will request a $5,000 service award. The proposed PAGA penalties are $25,000, of which $18,750 will be paid to the LWDA and $6,250 to eligible Aggrieved Employees. The Court will decide whether to approve these requests.

9. How will the Net Settlement Amount be divided among Class Members?

Individual Class Payments will be allocated in proportion to Work Months during the Class Period. The Administrator will divide the Net Settlement Amount by the total Work Months credited to Participating Class Members, then multiply the resulting per-month amount by each Participating Class Member's Work Months. Partial months are rounded up to the next

whole month. The Administrator will notify you of its final determination of your Work Months and the resulting Individual Class Payment after resolving any timely disputes.

10. What will my approximate recovery be?

Your estimated Individual Class Payment is $[INDIVIDUAL CLASS PAYMENT], based on [WORK MONTHS] Work Months. Your estimated Individual PAGA Payment, if eligible, is $[INDIVIDUAL PAGA PAYMENT], based on [PAGA MONTHS] PAGA Months. These are estimates and may change after disputes, exclusions, and the Court's final rulings. The Class Period ends June 3, 2026. Checks will remain negotiable for at least 180 days. Uncashed check funds will be transferred to the California Controller's Unclaimed Property Fund in the recipient's name, not redistributed to others or donated to charity.

11. What other payments will be paid pursuant to the Settlement?

The PAGA Period is February 8, 2023 through June 3, 2026. Eligible Aggrieved Employees receive a share of $6,250 (25% of the $25,000 PAGA penalties), allocated by PAGA Months worked during the PAGA Period. The Administrator divides $6,250 by the total PAGA Months credited to all Aggrieved Employees, then multiplies that per-month value by each eligible person's PAGA Months. An Aggrieved Employee may receive an Individual PAGA Payment even after opting out of the class settlement. All Aggrieved Employees remain bound by the PAGA release.

YOUR RIGHTS AND OPTIONS

12. What happens if I do not opt out and receive the settlement check?

You will be a Participating Class Member, receive an Individual Class Payment, and release the Released Class Claims described in Section 15. If you are also an Aggrieved Employee, you will receive any Individual PAGA Payment and be bound by the PAGA release.

13. What happens if I do not cash the settlement check?

Even if you do not cash your check, if you do not opt out you remain bound by the Released Class Claims; all Aggrieved Employees remain bound by the Released PAGA Claims. After the check-void date, funds represented by uncashed checks will be transferred to the California Controller's Unclaimed Property Fund in the recipient's name.

14. Can I object to the settlement?

Only Participating Class Members (those who do not opt out of the class settlement) may object. You may submit a written objection by email, fax, or mail to the Settlement Administrator at the contact information below by [OBJECTION DEADLINE]. Identify Husted v. Dignity Health, Case No. CGC-24-612854, and explain your objection. You may instead appear at the Final Settlement Hearing and object orally without submitting a written objection. The Court decides whether to consider objections.

15. What claims would I be giving up as a result of the settlement?

The Settlement Agreement defines the "Released Parties" in Paragraph 1.43, including Defendant and the other persons and entities identified there. The following reproduces the substantive releases from Paragraphs 5.2 and 5.3 of the revised Settlement Agreement. Participating Class Members release the Released Class Claims; all Aggrieved Employees release the Released PAGA Claims, even if they opt out of the class portion.

CLASS RELEASE (Paragraph 5.2): Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts alleged. The Released Class Claims include without limitation statutory, constitutional, contractual, or common law claims for reimbursement of business expenses or any other claim that Defendant allowed or required employees to bear any of the costs associated with the operation of Defendant's business, including claims based on reimbursement of cell phones, internet, modems, laptops, monitors, or utilities ("Released Claims"), including but not limited to violation of Labor Code section 2802, violation of the unfair competition law (Cal. Bus. & Prof. Code sections 17200 et seq.), and Cal. Civ. Proc. Code section 1021.5. This release excludes the release of claims not permitted by law.

PAGA RELEASE (Paragraph 5.3): Release by Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's Operative Complaint, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to reimburse business expenses and alleged violations of Labor Code sections 2802, 2698, et seq. and 2699 et seq ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

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

To exclude yourself from the class portion only, send a Request for Exclusion by email, fax, or mail to the Settlement Administrator by [EXCLUSION DEADLINE]. The request should contain (a) your name, address, telephone number, and last four digits of your Social Security number and/or Employee ID number, and (b) a clear statement requesting exclusion from the settlement of the class claims. If you opt out, you will not receive an Individual Class Payment and cannot object to the class settlement, but you will remain bound by the PAGA release and receive an Individual PAGA Payment if eligible.

PROHIBITION AGAINST RETALIATION

17. Will I be retaliated against for participating?

No. California law prohibits retaliation against employees for asserting rights concerning reimbursement of necessary business expenses or participating in this action. Participation in the settlement should not affect your employment relationship with Defendant.

THE LAWYERS REPRESENTING THE CLASS

18. Do I have a lawyer in this case?

The Court has appointed Wynne Law Firm as Class Counsel. Edward J. Wynne (ewynne@wynnelawfirm.com) and George R. Nemiroff (gnemiroff@wynnelawfirm.com), WYNNE LAW FIRM, 80 E. Sir Francis Drake Blvd., Suite 3G, Larkspur, CA 94939; telephone (415) 461-6400; fax (415) 461-3900; www.wynnelawfirm.com.

FINAL SETTLEMENT

19. How and when will the Court provide final approval of the settlement?

The Final Settlement Hearing will be held on [HEARING DATE] at [HEARING TIME] in Department 304, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. The Court will decide whether the proposed class and PAGA settlement is fair, reasonable, and adequate. The hearing may be continued without further mailed notice. You may appear personally or through counsel.

20. When will I get my settlement check?

If the Court grants final approval and the settlement becomes effective, Defendant must fully fund the settlement within seven days after the Effective Date. The Administrator will mail settlement checks within seven days after funding. The agreement does not provide for installment payments.

GETTING MORE INFORMATION

21. Are more details available?

You may review the case docket at https://sf.courts.ca.gov/online-services/case-information. Select "Case Query," enter CGC-24-612854, and review available filings. You may also review court documents in person at the Clerk's Office. Do not call the Court about the settlement or claims process. Contact the Settlement Administrator instead.

SETTLEMENT ADMINISTRATOR CONTACT

20. When will I get my settlement check?

If the Court grants final approval and the settlement becomes effective, Defendant must fully fund the settlement within seven days after the Effective Date. The Administrator will mail settlement checks within seven days after funding. The agreement does not provide for installment payments.

GETTING MORE INFORMATION

21. Are more details available?

You may review the case docket at https://sf.courts.ca.gov/online-services/case-information. Select "Case Query," enter CGC-24-612854, and review available filings. You may also review court documents in person at the Clerk's Office. Do not call the Court about the settlement or claims process. Contact the Settlement Administrator instead.

SETTLEMENT ADMINISTRATOR CONTACT

Phoenix Class Action Administration Solutions

Mail: [ADMINISTRATOR MAILING ADDRESS]
Email: [ADMINISTRATOR EMAIL FOR RESPONSES]
Fax: [ADMINISTRATOR FAX NUMBER]
Telephone: [ADMINISTRATOR TOLL-FREE NUMBER]
Deadline to object: [OBJECTION DEADLINE]
Deadline to request exclusion: [EXCLUSION DEADLINE]
Work Month disputes: [DISPUTE DEADLINE AND INSTRUCTIONS]

EXHIBIT 2

CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class and PAGA Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Catherine Husted ("Plaintiff") and Dignity Health ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's pending lawsuit against Defendant captioned *Catherine Husted v. Dignity Health*, initiated on March 4, 2024, Case No. CGC-24-612854 and pending in Superior Court of the State of California, County of San Francisco, as amended via the filing of a First Amended Complaint on or about April 15, 2024.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means any and all persons employed by Defendant in California and classified as an exempt nurse manager during the PAGA Period.

1.5. "Class" means all persons employed by Defendant in California and classified as an exempt nurse manager during the Class Period.

1.6. "Class Counsel" means Edward J. Wynne and George R. Nemiroff of Wynne Law Firm.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, ~~Social Security number, and number of Months~~Social Security number, available email address(es), and number of Months.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court-Approved ~~Notice of Class Action Settlement, to be mailed to Class Members~~Notice of Proposed Class Action and PAGA Settlement, to be mailed and, where email addresses are available, emailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 4, 2020 to June 3, 2026.

1.13. "Class Representative" means the named Plaintiff Catherine Husted in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Francisco, the forum where the Motion for Preliminary Approval will be filed.

1.16. "Defendant" means named Defendant Dignity Health.

1.17. "Defense Counsel" means Richard Simmons, Jason Kearnaghan, Hilary Habib, and Tyler Johnson of Sheppard, Mullin, Richter, and Hampton LLP.

1.18. "Effective Date" means the date on which the Final Award becomes final. For purposes of this Section, the Final Award "becomes final" only after the Court grants the Motion for Final Approval, enters Judgment, and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

1.19. "Employee Paid Taxes" means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.

1.20. "Final Approval" or "Final Award" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $500,000, which is the total gross amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Defendant will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, separate and in addition to the Gross Settlement Amount.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Months worked during the Class Period, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Months worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Month" means any month during which a Class Member worked for Defendant, for at least one day, during the Class Period.

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.

1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "Objection to Settlement" a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a)

the objector's full name, address, telephone number, last four digits of the employee's social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

1.32. "PAGA Month" means any Month during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period from February 8, 2023 to June 3, 2026.

1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. "PAGA Notice" means Plaintiff's February 8, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a), Case No. LWDA-CM-1009900-24.

1.36. "PAGA Penalties" means the total amount of $25,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($6,250) and the 75% to LWDA ($18,750) in settlement of PAGA claims.

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. "Plaintiff" means Catherine Husted, the named plaintiff in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.43. "Released Parties" means: Defendant, Dignity Community Care, CommonSpirit Health, and Dignity Health Medical Foundation, and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers,

potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.44. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendant Dignity Health. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys' General Act.

1.45. "Response Deadline" means 45 days ~~after the Administrator mails Notice~~after the Administrator first mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.47. "Settlement Payment Check" means the payment to Class Members.

2. RECITALS.

2.1. On March 4, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations under the Labor Code for business expense reimbursement and the Business and Professions Code for unfair, unlawful, or fraudulent business practices (the "Complaint"). On or about April 15, 2024, Plaintiff filed a First Amended Complaint, asserting an additional cause of action for violation of the Private Attorneys General Act ("PAGA"). The First Amended Complaint is referred to herein as the "Operative Complaint."

Defendant denies the allegations in the Complaint and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies

any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On June 3, 2026, the Parties participated in an all-day mediation presided over by mediator Tripper Ortman, which led to this Agreement to settle the Action.

2.4. Prior to mediation and in negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, relevant information from Defendant, including but not limited to, employee reimbursement records, records relating to Plaintiff, Defendant's policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk / Kullar"*).

2.5. The Court has not yet granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay the total gross amount of $500,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of $5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the

Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for all Employee Paid Taxes owed on the Class Representative Service Payment. The Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiff of a stand-alone settlement agreement and general release of all claims.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be $166,666.67 and a Class Counsel Litigation Expenses Payment of not more than $20,000. Defendant will not oppose requests for these payments provided that the requested costs and fees do not exceed these amounts. Plaintiff and/or Class Counsel will seek to recover such payments as part of Plaintiff's Motion for Final Approval, which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. ~~not to exceed $6,250 except~~not to exceed $6,650 except To the Administrator: An Administrator Expenses Payment for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment ~~less than $6,250~~less than $6,650, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Months worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Months.

3.2.4.1. Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of reimbursement claims, interest, and penalties, and therefore, the payment is not subject to wage withholdings and will be reported on IRS 1099

Forms. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $25,000 to be paid from the Gross Settlement Amount, with 75% ($18,750) allocated to the LWDA PAGA Payment and 25% ($6,250) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250) by the total number of Months worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Months. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member and Aggrieved Employee Months. Based on a review of its records to date, as of June 3, 2026, Defendant estimates there are 196 Class Members who collectively worked a total of 10,647 Months, and 182 Aggrieved Employees who worked a total of 5,783 PAGA Months.

4.2. Class Data. Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class

Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California

Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiff and each of Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendant, Dignity Community Care, CommonSpirit Health, and Dignity Health Medical Foundation) from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendant and Plaintiff's compensation while so employed ("Plaintiff's Release"). Plaintiff's Release includes all claims asserted in the Action and/or arising from or related to the facts and claims alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts and claims alleged. Plaintiff's Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.,* 2699 *et seq.,* 2802, and 2804); all claims

arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The specific terms of Plaintiff's Release will be detailed in a stand-alone individual settlement agreement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members:

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts alleged. The Released Class Claims include without limitation statutory, constitutional, contractual, or common law claims for reimbursement of business

expenses or any other claim that Defendant allowed or required employees to bear any of the costs associated with the operation of Defendant's business, including claims based on reimbursement of cell phones, internet, modems, laptops, monitors, or utilities ("Released Claims"), including but not limited to violation of Labor Code section 2802, violation of the unfair competition law (Cal. Bus. & Prof. Code sections 17200 *et seq.*), and Cal. Civ. Proc. Code section 1021.5. This release excludes the release of claims not permitted by law.

5.3 Release by Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's Operative Complaint, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to reimburse business expenses and alleged violations of Labor Code sections 2802, 2698, *et seq*. and 2699 *et seq* ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the San Francisco County Superior Court's current requirements for Preliminary Approvals, as applicable.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and

disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff will also prepare and deliver to the LWDA notice of this settlement and the Final Judgment.

6.3 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state

the number of Class Members, PAGA Members, Months, and PAGA Months in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, ~~via first-class United States Postal Service ("USPS") mail, the Class Notice~~via first-class United States Postal Service ("USPS") mail and, where an email address is available in the Class Data, by email, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Months and PAGA Months (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Months and/or PAGA Months, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written

Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendant Dignity Health. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release under Paragraphs 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the ~~claims identified in Paragraph 6.3~~claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class settlement.

7.6 Challenges to Calculation of Months. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Months (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is

entitled to presume that the Months contained in the Class Notice are correct so long as they are consistent with the Class Data. ~~The Administrator's determination of each Class Member's allocation of Months shall be final~~The Administrator shall notify each challenging Class Member in writing, by mail and by email where an email address is available, of its final determination regarding the challenged Months and/or PAGA Months. The Administrator's determination of each Class Member's allocation of Months shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Months to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting

Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the ~~number of Class Notices mailed or re-mailed~~number of Class Notices mailed, re-mailed, and emailed, including any email delivery failures, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Months received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Month Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Months. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. In advance of the filing of Plaintiff's Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this

Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate

and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. Plaintiff and Class Counsel, and Defendant's officers, directors, attorneys, and its employees in its Human Resources and Legal departments will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the individual settlement agreement referenced herein shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website(s).

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant l in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendant, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Edward J. Wynne
George R. Nemiroff
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Suite 3G
Wood Island Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900
ewynne@wynnelawfirm.com; gnemiroff@wynnelawfirm.com

To Defendant:

Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
rsimmons@sheppard.com; jkearnaghan@sheppard.com;
hhabib@sheppard.com

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

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement and pursuant to CCP section

583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

On Behalf of Plaintiff:

Dated: _____

_____
Catherine Husted, Plaintiff

On Behalf of Defendant Dignity Health:

Dated: _____

_____
Name:
Title:

APPROVED AS TO FORM & CONTENT

WYNNE LAW FIRM

Dated:_____

_____
Edward J. Wynne
George R. Nemiroff
Attorneys for Plaintiff Catherine Husted

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: _____

_____
Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Attorneys for Defendant Dignity Health

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

If you were employed by Dignity Health as an exempt Nurse Manager at any time between March 4, 2020 and ~~[ ],~~ June 3, 2026, a ~~settlement of a~~ proposed class action ~~lawsuit~~ and PAGA settlement may affect your rights.

A California Court has authorized this notice. This is not a solicitation from a lawyer.

California law prohibits retaliation ~~by an employer against any person who participates~~ for participating in ~~or assists in the litigation~~ this lawsuit concerning reimbursement of ~~an overtime lawsuit, such as this one.~~necessary business expenses.

The Final Settlement Hearing will be held on [HEARING DATE] at [HEARING TIME], Department 304, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. The Court will determine whether the proposed settlement is fair, reasonable, and adequate.

On March 4, 2024, Plaintiff Catherine Husted filed this action against Dignity Health, Case No. CGC-24-612854. Plaintiff alleges unreimbursed personal mobile-device and home-internet expenses, unfair business practices, and PAGA penalties. Defendant denies liability. The Court has not decided the merits.

A class action allows a representative to pursue claims for similarly situated employees. A PAGA action seeks civil penalties on behalf of the State of California and aggrieved employees. You may opt out of the class settlement, but not the PAGA settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

IF YOU DO NOT OPT OUT	You will receive an Individual Class Payment, release class claims, and, if eligible, receive an Individual PAGA Payment and release PAGA claims.
DO NOTHING OR DO NOT CASH YOUR SETTLEMENT CHECK	You remain bound by applicable releases even if you do not cash your check. Uncashed funds will be transferred to the California Controller's Unclaimed Property Fund in your name.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may object by email, fax, or mail to the Settlement Administrator by [OBJECTION DEADLINE], or appear at the Final Settlement Hearing and object orally.
OPT OUT	You may request exclusion from the class settlement by email, fax, or mail by [EXCLUSION DEADLINE]. You will not receive an Individual Class Payment or release class claims. You cannot opt out of PAGA; if eligible, you will receive an Individual PAGA Payment and release PAGA claims.

Questions? Contact the Settlement Administrator using the information at the end of this Notice. DO NOT CALL THE COURT.

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BASIC INFORMATION

1. What is the purpose of this Notice?

Plaintiff and Defendant have reached a proposed settlement of a class action and a Private Attorneys General Act (PAGA) action. Defendant's records show that you were employed by Dignity Health as an exempt Nurse Manager at some time between March 4, 2020 and [PA date]. June 3, 2026. The lawsuit is known as Catherine Husted v. Dignity Health, Case No. CGC-24-612854 and CGC-24-612854, pending before Judge Ethan Schulman of the Superior Court of the State of California, in San Francisco County, is overseeing this Superior Court. The Court has not yet approved the settlement. You need not do anything to receive a class action. If settlement payment if you wish to remain in the Class, you do not need to do anything at this time. You only need to take action if you do not wish to be included in the Class Action.Class.

2. What is this lawsuit about?

The lawsuit asserts claims Plaintiff alleges that Defendant Dignity Health failed to reimburse exempt Nurse Manager employees Managers for business necessary expenses related to associated with personal mobile devices and home internet that were incurred in direct consequence of their duties used for Dignity Health. The Complaint also brought work, and asserts a related claim unfair competition claim. A class action allows one person to pursue claims on behalf of other employees with similar claims. A PAGA action seeks civil penalties for unfair business practices that is being settled.alleged Labor Code violations on behalf of the State of California and aggrieved employees. Dignity Health denies wrongdoing. The Court has not determined the merits.

3. Why am I receiving this Notice?

You have been identified are receiving this Notice because Defendant's records identify you as currently or formerly a member of the Settlement Class: all persons employed by Mountain Mike's Pizza Dignity Health in California as exempt Nurse Managers during the State of California at any time between Class Period, March 4, 2020 through June 3, 2026. This Notice describes the proposed settlement, your estimated payment, the claims affected, and [PA date].your rights to object or request exclusion from the class settlement. The separate PAGA portion applies to eligible Aggrieved Employees regardless of whether they opt out of the class settlement.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

(1) The First Amended Complaint alleges failure to reimburse necessary business expenses; (2) expenses (Labor Code section 2802), unfair business practices; practices (Business and (3) Professions Code section 17200 et seq.), and civil penalties under the Private Attorneys' General Act ("PAGA"). You can read Plaintiff's PAGA. The allegations as stated in the Class Action Complaint, which is available at [Class Counsel's website address] Dignity Health concern work-related use of personal mobile devices and home internet. Defendant denies any liability or wrongdoing of any kind. Dignity Health contends that it complied at all times with the California Labor Code and the Business and Professions Code, and that the Class Members were properly reimbursed for all reasonable and necessary business expenses.liability.

5. Has the Court decided who is right?

No. The Court has not decided in favor the merits of Plaintiff Plaintiff's claims or Defendant. The Court has not issued any ruling on whether the claims have merit or have no merit.Defendant's defenses.

WHAT ARE THE TERMS OF THE SETTLEMENT?

6. Who is paying what for the settlement?

Without admitting any wrongdoing and to avoid litigating these claims, wrongdoing, Defendant has agreed to pay Five Hundred Thousand Dollars ($500,000) ("Gross a Gross Settlement Amount") to settle this Action.Amount of $500,000.

7. How will the settlement be divided?

All Class Members will split From the $500,000 Gross Settlement Amount, the parties propose deductions of up to $166,666.67 in attorneys' fees, $20,000 in litigation costs, $6,650 in settlement administration expenses, $5,000 as a fund of approximately [One Hundred and Sixty-Six Thousand and Six Hundred and Sixty-Six Dollars and 66/100 cents] ($166,666.66) ("Net Settlement Amount"). This Net Settlement amount may increase or decrease depending on whether or not the Court agrees to or reduces the requests for Attorneys' Fees, Costs, Settlement Administration costs, payment to the

~~LWDA and~~ service award to ~~Plaintiff.~~Plaintiff, and $25,000 in PAGA penalties ($18,750 to the Labor and Workforce Development Agency (LWDA) and $6,250 to eligible Aggrieved Employees). The estimated Net Settlement Amount available for Individual Class Payments is $276,683.33 if all maximum deductions are approved. The Court may approve lower deductions, which would increase the amount available to the Class. The $6,250 employee portion of PAGA penalties is distributed separately from Individual Class Payments.

8. What payments will Class Counsel and others request?

~~enhancement awards to Plaintiffs, and the LWDA payment?~~ Class Counsel will request ~~that the Court award Attorneys'~~ attorneys' fees ~~of up to $166,666.66 (33.33% of the Gross~~ not exceeding $166,666.67 and litigation costs not exceeding $20,000. Settlement ~~Amount). Counsel~~ administration expenses will ~~also request that the Court award proven costs to Class Counsel~~ not ~~to~~ exceed ~~$_____. Counsel will also request that the Court award costs for Settlement Administration not to exceed $_____ to be paid to the Settlement Administrator. Counsel will also request that the Court award as a Service Award $5,000 for~~ $6,650. Plaintiff Catherine Husted ~~or her~~ will request a $5,000 service ~~as Class Representative ("Service Award"). An amount~~ award. The proposed PAGA penalties are $25,000, of ~~$_____~~which $18,750 will be paid to the ~~California Labor Workforce Agency ("LWDA").~~ LWDA and $6,250 to eligible Aggrieved Employees. The Court ~~may~~ will decide whether to approve these ~~payments or a smaller amount.~~requests.

9. How will the Net Settlement Amount be divided among Class Members?

~~The Net Settlement Amount~~ Individual Class Payments will be ~~calculated by assigning a certain dollar value~~ allocated in proportion to ~~each month during which Class Members were employed~~ Work Months during the Class Period. The ~~dollar value of each week~~ Administrator will ~~be calculated by dividing the aggregate value of~~ divide the Net Settlement ~~Fund calculated after payment of the actual Fee Award, Cost Award, Service Award, PAGA penalties and any Administration Costs up to $[ ], all as determined by the Court in the Final Judgment,~~ Amount by the total ~~number of months during which~~ Work Months credited to Participating Class ~~Members were employed during~~ Members, then multiply the resulting per-month amount by each Participating Class ~~Period.~~ Member's Work Months. Partial months ~~will be~~ are rounded up to the ~~nearest full~~ next whole month. ~~Each Settlement~~ The Administrator will notify you of its final determination of your Work Months and the resulting Individual Class ~~Member's Settlement Amount will be determined by multiplying the number of months the Settlement Class Member was employed during the Class Period by the dollar value of each month.~~Payment after resolving any timely disputes.

10. What will my approximate recovery be?

~~The class period began~~ Your estimated Individual Class Payment is $[INDIVIDUAL CLASS PAYMENT], based on ~~March 4, 2020,~~ [WORK MONTHS] Work Months. Your estimated Individual PAGA Payment, if eligible, is $[INDIVIDUAL PAGA PAYMENT], based on [PAGA MONTHS] PAGA Months. These are estimates and ~~continues to [PA date]. The approximate amount of your recovery may be $_____. This amount~~ may change ~~dependent~~after disputes, exclusions, and the Court's final rulings. The Class Period ends June 3, 2026. Checks will remain negotiable for at least 180 days. Uncashed check funds will be transferred to the California Controller's Unclaimed Property Fund in the recipient's name, not redistributed to others or donated to charity.

11. What other payments will be paid pursuant to the Settlement?

~~Even if a Class Member requests to be excluded from the Class Settlement, he or she may still receive a payment as a PAGA Settlement Member.~~ The PAGA Period is ~~from~~ February 8, 2023 ~~to [PA date]. Any Class Member who worked during~~ through June 3, 2026. Eligible Aggrieved Employees receive a share of $6,250 (25% of the $25,000 PAGA ~~Period is a~~ penalties), allocated by PAGA ~~Settlement Member and shall be deemed to have released all claims under PAGA based on Plaintiff's notice to the LWDA and as alleged in the operative complaint. Each PAGA Settlement Member's individual payment will be calculated based on the total number of pay periods he or she~~ Months worked during the PAGA Period. ~~To establish the per pay period value, the Settlement~~ The Administrator ~~will first determine the total number of weeks worked by PAGA Settlement Members during the PAGA Period. Thirty-five percent (35%) of the LWDA Payment ($XXXX) will then be divided~~ divides $6,250 by the total ~~number~~ PAGA Months credited to all Aggrieved Employees, then multiplies that per-month value by each eligible person's PAGA Months. An Aggrieved Employee may receive an Individual PAGA Payment even after opting out of ~~weeks worked~~ the class settlement. All Aggrieved Employees remain bound by ~~PAGA Settlement Members, during~~ the PAGA ~~Period to determine the per pay period value.~~release.

YOUR RIGHTS AND OPTIONS

12. What happens if I do not opt out and receive the settlement check?

You will be a Participating Class Member, receive an Individual Class Payment, and release the Released Class Claims described in Section 15. If you ~~do not exclude yourself by opting out and receive your settlement check,~~ are also an Aggrieved Employee, you will receive any Individual PAGA Payment and be ~~included in~~ bound by the ~~Class, which means that you cannot sue, continue to sue, or be a part of any other lawsuit as it relates to unreimbursed business expenses or penalties owed for unreimbursed business expenses against Dignity Health.~~ PAGA release.

13. What happens if I do not cash the settlement check?

~~If you do not exclude yourself by opting out and do not cash the settlement check, you will be bound by the settlement and will release certain legal claims against Defendant. By not opting out of the class action, you agree to be bound by any decisions in the case. Therefore,~~ Even if you do not cash your check, if you do not opt out ~~and do not cash~~ you remain bound by the ~~settlement check, you will still release certain legal claims you may have had against Defendant for unreimbursed business expenses, penalties and interest. The amount of your~~ Released Class Claims; all Aggrieved Employees remain bound by the Released PAGA Claims. After the check-void date, funds represented by uncashed ~~settlement check~~ checks will be ~~donated~~ transferred to ~~charity.~~ the California Controller's Unclaimed Property Fund in the recipient's name.

14. Can I object to the settlement?

~~Any Settlement~~ Only Participating Class ~~Member~~ Members (those who do not opt out of the class settlement) may ~~object to the Settlement. If you wish to object to the Settlement Agreement, you or your attorney must send to the Settlement Administrator~~ object. You may submit a written objection ~~to the Settlement Agreement. All written objections and supporting papers must be submitted~~ by email, fax, or mail to the Settlement Administrator at ~~[insert address and/or email]. All submissions must identify~~ the ~~case name and number (Husted~~ contact information below by [OBJECTION DEADLINE]. Identify Husted v. Dignity Health, Case No. ~~CGC-24-~~ CGC-24-612854, and ~~all supporting materials must be submitted to the Court no later than [45 days from mailing].~~ explain your objection. You may ~~also~~ instead appear at the ~~Fairness~~ Final Settlement Hearing and ~~make an oral objection with making~~ object orally without submitting a written objection. The Court ~~retains the final authority with respect~~ decides whether to ~~consideration and admissibility of any Class Member~~ consider objections.

15. What claims would I be giving up as a result of the settlement?

The Settlement Agreement defines the "Released Parties" in Paragraph 1.43, including Defendant and the other persons and entities identified there. The following reproduces the substantive releases from Paragraphs 5.2 and 5.3 of the revised Settlement Agreement. Participating Class Members release ~~agreement will be binding on you: By agreeing to participate in~~ the Released Class Claims; all Aggrieved Employees release the Released PAGA Claims, even if they opt out of the class ~~action~~ portion.

CLASS RELEASE (Paragraph 5.2): Plaintiff and ~~as a result~~ all Participating Class Members, on behalf of ~~the settlement, you will release Defendants~~ themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and ~~former parents, subsidiaries,~~ assigns, shall fully and ~~any affiliated or related persons or entiteis and each~~ finally release the Released Parties of ~~their respective oficers, directorsr, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives (the~~ the "Released ~~Parties")~~ Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from ~~any and all demands, rights, liabilities, claims, and/or causes of action, known or unknown, for all~~ the ~~Labor Code sections~~ facts alleged in ~~Plaintiff's operative complaint~~ the Action or the PAGA Notice, or that could have been ~~brought~~ raised in the Action or the PAGA Notice based on the ~~same set~~ facts alleged. The Released Class Claims include without limitation statutory, constitutional, contractual, or common law claims for reimbursement of ~~facts during~~ business expenses or any other claim that Defendant allowed or required employees to bear any of the ~~Class Period, which includes unreimbursed business expenses, and~~ costs associated with the operation of Defendant's business, including claims based on reimbursement of cell phones, internet, modems, laptops, monitors, or utilities ("Released Claims"), including but not limited to violation of ~~Business and Professions~~ Labor Code ~~§~~ section 2802, violation of the unfair competition law (Cal. Bus. & Prof. Code sections 17200 et ~~seq. (the "Released Claims"). The~~ seq.), and Cal. Civ. Proc. Code section 1021.5. This release excludes the release of claims not permitted by law.

PAGA RELEASE (Paragraph 5.3): Release by Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released ~~Claims include any right of Settlement Class Members to~~ Parties from all claims for civil penalties ~~for~~ under PAGA ~~penalties~~ that were alleged, or could have been alleged, based on the ~~California~~ facts asserted in Plaintiff's Operative Complaint, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to reimburse business expenses and alleged violations of Labor Code sections ~~cited in Plaintiff's notice~~ 2802, 2698, et seq. and 2699 et seq ("Released PAGA Claims"). The Released PAGA Claims are limited to the ~~LWDA and~~ PAGA Period. Aggrieved Employees will be bound by the ~~pleadings.~~release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

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

~~You may "opt out" of the Settlement Class by signing and mailing a request clearly stating your intention to be excluded~~ To exclude yourself from the ~~Settlement Class. The statement must be mailed~~ class portion only, send a Request for Exclusion by email, fax, or mail to the Settlement Administrator ~~at the address below. Class Members who~~ by [EXCLUSION DEADLINE]. The request ~~to be excluded~~ should contain (a) your name, address, telephone number, and last four digits of your Social Security number and/or Employee ID number, and (b) a clear statement requesting exclusion from the ~~Settlement~~ settlement of the class claims. If you opt out, you will ~~NOT~~ not receive ~~any money, nor will they have their claims released. The request must be signed by you~~ an Individual Class Payment and ~~mailed~~ cannot object to the ~~Settlement Administrator postmarked on or before [45 days from mailing]. If~~ class settlement, but you ~~request to be excluded from~~ will remain bound by the ~~Settlement, you cannot submit objections as described in the next section. If you wish to remain in the Class, you do not need to do anything at this time. You only need to take action~~ PAGA release and receive an Individual PAGA Payment if ~~you do not wish to be included in the Class Action.~~eligible.

PROHIBITION AGAINST RETALIATION

17. Will I be retaliated against for participating?

No. California law prohibits retaliation ~~by an employer~~ against ~~any person who participates~~ employees for asserting rights concerning reimbursement of necessary business expenses or participating in ~~or assists~~ this action. Participation in the ~~litigation of an overtime lawsuit, such as this one. The Court will~~ settlement should not ~~tolerate retaliation if you choose to take part in this lawsuit. Your participation in this lawsuit will in no way~~ affect your employment relationship with ~~Defendant or any other employer.~~Defendant.

THE LAWYERS REPRESENTING THE CLASS

18. Do I have a lawyer in this case?

The Court ~~decided that the~~ has appointed Wynne Law Firm ~~and its lawyers are qualified to represent you and all~~ as Class ~~Members. The Wynne Law Firm and its attorneys are referred to as "Class Counsel." They are experienced in handling similar cases. More information about Wynne Law Firm, its practice, and its lawyers' experience is available at www.wynnelawfirm.com or by calling 415-461-6400. Class Counsel's contact information is as follows:~~ Counsel. Edward J. Wynne ~~ewynne@wynnelawfirm.com~~ (ewynne@wynnelawfirm.com) and George R. Nemiroff ~~gnemiroff@wynnelawfirm.com~~(gnemiroff@wynnelawfirm.com), WYNNE LAW FIRM, 80 E. Sir Francis Drake Blvd., Suite 3G, Larkspur, CA 94939; telephone (415) 461-6400; fax (415) 461-3900; www.wynnelawfirm.com.

FINAL SETTLEMENT

19. How and when will the Court provide final approval of the settlement?

~~You have the opportunity to be heard at the~~ The Final Settlement ~~Hearing. The hearing~~ Hearing will be held on _____, ~~2026~~ [HEARING DATE] at _____ [HEARING TIME] in Department 304, San Francisco ~~County~~ Superior Court, ~~located at~~ 400 McAllister Street, San Francisco, ~~California 94102 at Department 304 to determine~~ CA 94102. The Court will decide whether the proposed ~~Settlement~~ class and PAGA settlement is fair, reasonable, and adequate. The hearing may be continued without further mailed notice. ~~It is not necessary for you to~~ You may appear ~~at this hearing unless you object to the proposed settlement. All written objections will be considered by the Court regardless of whether the objector attends the hearing.~~personally or through counsel.

20. When will I get my settlement check?

If the Court grants final approval and the settlement becomes effective, Defendant must fully fund the settlement within seven days after the Effective Date. The Administrator will mail settlement checks within seven days after funding. The agreement does not provide for installment payments.

GETTING MORE INFORMATION

21. Are more details available?

~~If you wish to~~ You may review the ~~Court's~~ case docket ~~in this case, you may do so by visiting the DomainWeb, the Court's public access website. To do this, direct your browser to: https://sf.courts.ca.gov/online-services/case-information After arriving~~ at ~~the website, under Case Theory click the "Access Now" link, then~~ https://sf.courts.ca.gov/online-services/case-information. Select "Case Query," enter ~~CGC-24-612854 as the case number~~ CGC-24-612854, and ~~click "Search." Images of every document filed in the case may be viewed through the "Register of Actions."~~ review available filings. You may also ~~view images of every document filed~~ review court documents in person at the ~~case free of charge by using one of~~ Clerk's Office. Do not call the ~~computer terminal kiosks available at each court location that has a facility for civil filings.~~Court about the settlement or claims process. Contact the Settlement Administrator instead.

SETTLEMENT ADMINISTRATOR CONTACT

20. When will I get my settlement check?

If the Court grants final approval and the settlement becomes effective, Defendant must fully fund the settlement within seven days after the Effective Date. The Administrator will mail settlement checks within seven days after funding. The agreement does not provide for installment payments.

GETTING MORE INFORMATION

21. Are more details available?

You may review the case docket at https://sf.courts.ca.gov/online-services/case-information. Select "Case Query," enter CGC-24-612854, and review available filings. You may also review court documents in person at the Clerk's Office. Do not call the Court about the settlement or claims process. Contact the Settlement Administrator instead.

SETTLEMENT ADMINISTRATOR CONTACT

Phoenix Class Action Administration Solutions

Mail: [ADMINISTRATOR MAILING ADDRESS]
Email: [ADMINISTRATOR EMAIL FOR RESPONSES]
Fax: [ADMINISTRATOR FAX NUMBER]
Telephone: [ADMINISTRATOR TOLL-FREE NUMBER]
Deadline to object: [OBJECTION DEADLINE]
Deadline to request exclusion: [EXCLUSION DEADLINE]
Work Month disputes: [DISPUTE DEADLINE AND INSTRUCTIONS]

EXHIBIT 3

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	196
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	194
Subtotal Admin Only	**$6,650.00**

Will Not Exceed $6,650.00

For 196 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

October 28, 2026

Case: Husted v. Dignity, Opt-Out Administration wEmail

Phoenix Contact: Melissa Meade
Contact Number: 949.331.0865
Email: melissa@phoenixclassaction.com

Requesting Attorney: George Nemiroff
Firm: Wynne Law Firm
Contact Number: 415-461-6400
Email: gnemiroff@wynnelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **196** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$115.00	1	$115.00
Call Center & Long Distance	$2.00	20	$40.00
NCOA (USPS)	$39.20	1	$39.20
Email Setup	$150.00	1	$150.00
		Total	**$744.20**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	3	$300.00
Data Merge & Duplication Scrub	$0.10	196	$19.60
Notice Packet & Opt-Out Form	$1.35	196	$264.60
Estimated Postage (up to 2 oz.)*	$0.82	196	$160.72
Static Website	$200.00	1	$200.00
Email Notice	$0.65	196	$127.40
Check Cashing Reminder Postcard Postage Included	$0.60	0	$0.00
		Total	**$1,072.32**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	25	$25.00
Remail Notice Packets	$1.00	22	$22.00
Estimated Postage	$0.90	22	$19.80
Programming Undeliverables	$50.00	2	$100.00
		Total	**$276.80**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Deficiency & Dispute Letters	$10.00	0	$0.00
Case Manager	$85.00	2	$170.00
		Total	**$685.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	1	$135.00
Mail Class Checks *	$0.90	194	$174.60
Estimated Postage	$0.82	194	$159.08
		Total	**$1,063.68**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	1	$115.00
Remail Checks	$2.00	29	$58.00
(Postage Included)			
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting *	$1,300.00	1	$1,300.00
(1 State Tax Reporting Included)			
All Aspects of Escheating to the State of CA Included			
		Total	**$2,808.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $6,650.00

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.