

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Samara Garcia (“Plaintiff”) and defendant California Physicians' Service dba Blue Shield of California (“Blue Shield”). The Agreement refers to Plaintiff and Blue Shield collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Blue Shield captioned *Garcia v California Physicians' Service dba Blue Shield of California*, Los Angeles Superior Court Case 24STCV00873 initiated on January 12, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., 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. “PAGA Employees” means all persons who have been directly employed by Blue Shield in the State of California as a non-exempt Business Analyst, Experienced (Level P2), during the PAGA Period.
- 1.5. “Class” means all persons who have been directly employed by Blue Shield in the State of California as a Business Analyst, Experienced (Level P2), during the Class Period.
- 1.6. “Class Counsel” means Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP.
- 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 for all Settlement Class Members the name, last known mailing address, and dates worked in the Business Analyst, Experienced (Level P2) role during the Class Period.
- 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.
- 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 AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from May 27, 2021 (four years from the filing of the First Amended Complaint) through the date of preliminary approval of the Settlement.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means 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 Los Angeles.
- 1.16. "Blue Shield" means named Defendant California Physicians' Service dba Blue Shield of California.
- 1.17. "Defense Counsel" means Sharon Bauman and Stephanie Roeser of Manatt, Phelps & Phillips, LLP.
- 1.18. "Effective Date" of the Settlement will be the last to occur of the following: (a) if there are no objections to the Settlement, then the date on which the Court enters the Final Approval Order; (b) if one or more timely objections has/have been filed and not withdrawn, then upon passage of the applicable date for an objector to seek appellate review of the Final Approval Order; or (c) if an appeal, review or writ is sought from the Final Approval Order, the day after the Final Approval Order is affirmed or the appeal, review or writ is dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means the total Settlement amount of \$375,000 that Blue Shield agrees to pay under the Settlement except as provided in Paragraph 11

below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 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 Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods 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, the agency entitled, under Labor Code section 2699, subdivision (i), to receive 75% of civil penalties recovered by PAGA Employees in a PAGA action.
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28. "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 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "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.
- 1.30. "PAGA Pay Period" means any Pay Period during which a PAGA Employee worked for Blue Shield in California for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from April 1, 2023, through the date of preliminary approval of the settlement.
- 1.32. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33. "PAGA Notice" means Plaintiff's letter dated April 1, 2024 to Blue Shield and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a)
- 1.34. "PAGA Payment" means the total amount to be paid from the Gross Settlement Amount to resolve the PAGA claims based on facts that were alleged, or reasonably could have been alleged in the Action, in the amount of Thirty-Seven Thousand

Five Hundred Dollars (\$37,500.00), or other amount approved by the Court. Pursuant to California Labor Code section 2699(i), twenty-five percent (25%) of the PAGA Payment in the amount of \$9,375 shall be paid to the PAGA Employees and seventy-five percent (75%) of the PAGA Payment in the amount of \$28,125 shall be paid to the LWDA, in settlement of PAGA claims.

- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Samara Garcia, the named plaintiff in the Action.
- 1.37. The term "Plaintiff Individual Settlement" means the agreement between Plaintiff Samara Garcia and Blue Shield in exchange for a general release that settles all individual claims asserted by Plaintiff including Plaintiff's individual Labor Code claims. The terms of the Plaintiff Individual Settlement shall be contained in a separate written agreement that will be filed with the Court in support of Plaintiff's motion for preliminary approval and will take effect on the Effective Date.
- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 7.1.2 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 7.1.3 below.
- 1.42. "Released Parties" means: Blue Shield and all of Blue Shield's past, present and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parents, related entities, fiduciaries, owners, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns, as well as any individual or entity which could be jointly liable with Defendant.
- 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom 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 to respond.

- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment
- 1.46. “Workweek” means any week during which a Class Member worked for Blue Shield for at least one day, during the Class Period, which shall be determined based on the Class Data.

2. RECITALS.

- 2.1. On January 12, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Blue Shield for (1) unpaid wages (2) meal period violations (3) failure to provide accurate wage statements, (4) waiting time penalties, and (5) unfair/unlawful business practices. On or about May 27, 2025, Plaintiff filed the operative First Amended Complaint alleging representative class causes of action for (1) unpaid hourly wages (2) unpaid overtime (3) meal period violations (4) rest period violations; (5) failure to provide accurate wage statements, (6) waiting time penalties, and (7) unfair/unlawful business practices; and (8) claims under the Private Attorneys General Act of 2004 (“PAGA”) (the “Operative Complaint.”).
- 2.2. Blue Shield disputes all claims that Plaintiff asserted in this Action, including, but not limited to, any allegation that Blue Shield misclassified Plaintiff or any similarly situated employees as exempt. Blue Shield also disputes that it violated any provision of the Labor Code, the Cal. Industrial Welfare Commission Wage Order 4-2001, the Unfair Competition Law, or Cal. Bus. & Prof. Code § 17200 et seq., with regard to the employment of Plaintiff or any similarly situated employee on whose behalf Plaintiff asserted allegations. Blue Shield further disputes that it would be liable for any damages or civil penalties in connection with the Action.
- 2.3. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Blue Shield and the LWDA by submitting the PAGA Notice on April 1, 2024.
- 2.4. On May 14, 2025, the Parties participated in an all-day mediation presided over by Arthur Eidelhoch, Esq. in a good faith effort to resolve this Action. The settlement discussions were conducted at arm’s length. The Settlement is the result of an informed and detailed analysis of the risks facing all Parties in litigating this case, including but not limited to, careful consideration of the challenges Plaintiff would face in certifying the class, as well as Blue Shield’s potential exposure and the additional costs of litigating the Action through certification and trial.
- 2.5. This Agreement, in combination with the Plaintiff Individual Settlement, and subject to the Court’s approval, is intended to and does effectuate the full, final, and complete resolution of the Action, with prejudice, as set forth in this Settlement Agreement.
- 2.6. The Parties believe that continued litigation would be protracted, expensive, and

uncertain, and that this Settlement is in the best interests of the Settlement Members Class and Defendant. In light of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

- 2.7. 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. JURISDICTION, ENFORCEMENT, AND INTERPRETATION

- 3.1. The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, while Blue Shield denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, pursuant to California Rules of Court Rule 3.769, et seq. and California Code of Civil Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. The Parties and their counsel agree that a court, upon motion, may enter judgment pursuant to the Agreement and California Code of Civil Procedure Section 664.6 and the Agreement is admissible in evidence for purposes of enforcement pursuant to California Evidence Code Section 1123. The Agreement will be interpreted and enforced under the laws of the State of California without regard to the choice of law provisions of any state.

4. NO ADMISSION WITH RESPECT TO LIABILITY

- 4.1. The Parties agree that this Agreement reflects their good faith compromise of the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability or lack of liability by the Parties as to the merits, validity, or accuracy of any of the allegations or claims made against Blue Shield in the Action or the appropriateness of class certification.
- 4.2. Nothing in this Agreement, nor any action taken or made in implementation thereof, including, without limitation, any statements, discussions, communications, or any materials prepared, exchanged, issued, or used during the course of the negotiations leading up to the Agreement, is intended by the Parties to or will constitute, be introduced, or be submitted in any way in the Action or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement, the

Plaintiff Individual Settlement, or any orders or judgments of the Court entered into in connection therewith. Additionally, insofar as any of the foregoing material is required to be filed by any court, the Parties will comply with such order but will notify the other Party of such an order at least fifteen (15) days prior to filing of the documents.

- 4.3. The Parties agree that Plaintiff's forthcoming motion for preliminary approval of the Settlement, which will, among other things, seek certification of the Class, is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties agree Blue Shield is not liable to Plaintiff or the Settlement Class Members. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be submitted in any court or other tribunal regarding the propriety of class certification or collective treatment for purposes other than the settlement of the Action. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, neither party will be deemed to have waived, limited, or affected in any way, any of its claims, objections or defenses in the Action.

5. MONETARY TERMS.

- 5.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 11 below, Blue Shield promises to a total maximum amount of \$375,000 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Settlement Amount has been agreed to by Plaintiff and Blue Shield, based on analysis and assessment of the value of the claims of the Class. Blue Shield has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. It is expressly understood that if the Court awards less than the total amounts requested to be awarded for Attorneys' Fees, Litigation Costs and Expenses, LWDA Payment, and Settlement Administration Costs, or as otherwise provided herein, the difference in any such amounts will be added to the Net Settlement Amount.
- 5.2. 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.
- 5.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$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). Blue Shield will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses

Payment, Plaintiff will seek Court approval for any Class Representative Service Payments 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. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

5.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$131,250 and a Class Counsel Litigation Expenses Payment of not more than \$7,000. Blue Shield will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. The amounts awarded by the Court for Attorneys' Fees and Litigation Costs and Expenses, will cover all work performed and all fees and costs incurred by Class Counsel to date, and all work to be performed and all fees to be incurred in connection with seeking preliminary and final approval by the Court of this Settlement and Agreement, the administration of the Settlement, seeking and obtaining a Preliminary Approval Order and Final Approval Order, and obtaining Final Judgment. 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. 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. 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 Blue Shield harmless, and indemnifies Blue Shield, from any dispute or controversy regarding any division or sharing of any of these payments.

5.2.3 To the Administrator: Subject to approval by the Court, the Parties agree that the fees and expenses of the Settlement Administrator in relation to services rendered in administration of the Settlement of the Action shall be deducted from the Settlement Amount, not to exceed \$7,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are lower than, or the Court approves less than, the \$7,500 allocated, the difference shall be retained as part of the Net Settlement Amount.

- 5.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 5.2.4.1. Tax Allocation of Individual Class Payments: 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form and, therefore, normal employee's share of payroll taxes and withholdings will be deducted pursuant to applicable state and federal law. 60% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment, if any. Participating Class Members are solely responsible for determining the tax consequences of payments made pursuant to this Settlement Agreement.
- 5.2.4.2. 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.
- 5.2.5. To the LWDA and PAGA Employees: The PAGA Payment in the amount of \$37,500 to be paid from the Gross Settlement Amount, with 75% (\$28,125) allocated to the LWDA PAGA Payment and 25% (\$9,375) allocated to the Individual PAGA Payments.
- 5.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of the PAGA Payment (\$9,375) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Amounts allocated to PAGA Claims will be allocated as 100% penalties and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

5.2.5.2. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

5.3. Attorneys' Fees and Litigation Costs and Expenses. Defendant will not oppose an application by Class Counsel to the Court for attorneys' fees payable to Class Counsel in the amount of up to 35% of the Settlement Amount ("Attorneys' Fees"), and litigation costs and expenses in an amount not to exceed \$7,000 ("Litigation Costs and Expenses"). The amounts awarded by the Court for Attorneys' Fees and Litigation Costs and Expenses, will cover all work performed and all fees and costs incurred by Class Counsel to date, and all work to be performed and all fees to be incurred in connection with seeking preliminary and final approval by the Court of this Settlement and Agreement, the administration of the Settlement, seeking and obtaining a Preliminary Approval Order and Final Approval Order, and obtaining Final Judgment. Class Counsel is solely responsible for providing completed IRS W-9 forms to the Settlement Administrator prior to distribution. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded Attorneys' Fees and Litigation Costs and Expenses. Should Plaintiff and/or Class Counsel request a lesser amount for Attorneys' Fees or Litigation Costs and Expenses, and/or should the Court approve a lesser amount, the difference between the lesser amount and the maximum amounts described.

5.4. Taxation.

5.4.1. CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

6. SETTLEMENT FUNDING AND PAYMENTS.

- 6.1. Class Workweeks and PAGA Employee Pay Periods. Based on its records, Blue Shield estimates that, as of the date of the mediation, there are 158 Class Members who collectively worked a total of approximately 13,547 Workweeks from May 27, 2021 to May 14, 2025, and 126 PAGA Employees who worked a total of approximately 4,158 PAGA Pay Periods from April 1, 2023 to May 14, 2025.
- 6.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Blue Shield will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Blue Shield 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 Blue Shield 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.
- 6.3. Funding of Gross Settlement Amount. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with sufficient funds to make all the payments required under this Settlement, which shall be deposited by the Administrator into a Qualified Settlement Fund and shall be used solely for the purposes of fulfilling the terms of the Agreement..
- 6.4. Payments from the Gross Settlement Amount. Within 14 days after Blue Shield funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA 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.

- 6.4.1. 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 120 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 Class 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 PAGA Employees including Non-Participating Class Members who qualify as PAGA 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.
- 6.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (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.
- 6.4.3. If an individual settlement payment check is not cashed within one hundred and twenty (120) calendar days from the date of issuance, if the total value of all uncashed checks represents a sum that is ten (10) or more times greater than the cost of sending an additional check to Participating Class Members, then the uncashed individual settlement payment checks will be redistributed to Participating Class Members on a pro-rata basis. If the uncashed individual settlement payment checks collectively represent a sum that is less than ten (10) times greater than the cost of sending an additional check to Participating Class Members, the individual settlement payment checks will be cancelled, and funds associated with said cancelled checks will be distributed to Legal Aid at Work as a cy pres beneficiary.
- 6.4.4. The payment of Individual Class Payments shall not obligate Blue Shield 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.

7. RELEASES OF CLAIMS.

7.1. Effective on the date when Blue Shield fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

7.1.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts alleged in this Action, or that could have been asserted under the facts set forth in the Operative Complaint arising from Plaintiff's time worked in the Business Analyst, Experienced (level P2) role and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts alleged in this Action, or that could have been asserted under the facts set forth in the Operative Complaint arising from Plaintiff's time worked in the Business Analyst, Experienced (level P2) role, asserted in the Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release.") Plaintiff's Release does not extend to Plaintiff's Other Claims as noted in paragraph 7.2 herein, to any claims or actions to enforce this Agreement, or to any claims for workers' compensation benefits that arose at any time, that may not be released under law, or based on occurrences after the date hereof. 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. 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.

7.1.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in this Action, or that could have been asserted under the facts set forth in the Operative Complaint arising from an individual's time worked in the

Business Analyst, Experienced (level P2) role during the Class Period, including without limitation claims for: (1) unpaid wages; (2) unpaid overtime, (3) failure to Provide Meal Periods; (4) failure to provide rest periods, (5) failure to furnish accurate itemized wage statements; (6) waiting time penalties, (7) violation of Business and Professions Code 17200. This further includes any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the Action.

7.1.3. Release by PAGA Employees: All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in this Action, or that could have been asserted under the facts set forth in the Operative Complaint arising from an individual's time worked in the Business Analyst, Experienced (level P2) role during the PAGA Period, including for claims that could have been ascertained in the course of the Action, including without limitation claims for: unpaid wages, liquidated damages, or overtime; failure to provide legally-compliant meal and rest breaks and failure to pay premium pay for missed, late, interrupted or short meal and rest breaks; failure to maintain and furnish accurate itemized wage statements, and failure to provide timely final pay.

7.2. Plaintiff's Other Claims. Plaintiff represents that Plaintiff has additional unrelated, individual claims against Blue Shield, including claims for wrongful termination ("Plaintiff's Other Claims"). Plaintiff has separately settled Plaintiff's Other Claims pursuant to a separate confidential settlement agreement. The individual settlement paid to Plaintiff is separate from the Gross Settlement Amount and has been memorialized in a confidential individual settlement agreement that is separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted *in camera* or under seal to the Court.

8. MOTION FOR PRELIMINARY APPROVAL.

8.1. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Class Counsel shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Preliminary Approval.

8.2. Plaintiff's Responsibilities. Class Counsel 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* and a request for approval of the PAGA Settlement under Labor Code Section 2699; (ii) a draft proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement; (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; (v) 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 the Administrator; and (v) a signed declaration by Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of the PAGA Notice and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declarations 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.

- 8.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly 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; and for appearing 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.
- 8.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and 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.

9. SETTLEMENT ADMINISTRATION.

- 9.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Settlement Administrator shall have the authority to mail the Class Notice; establish a qualified settlement fund account and administer the Settlement

Amount; and disburse funds from the Settlement Amount in accordance with this Agreement. The Settlement Administrator shall calculate the individual settlement payments in accordance with the terms and provisions of this Agreement; distribute the Class Notice; determine eligibility for individual settlement payments; resolve any disputes regarding workweeks; track and report to the Parties and the Court regarding any Class Members requesting to be excluded from the Settlement; mail the individual settlement payment checks; calculate required tax withholdings and reporting; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform. The Settlement Administrator shall regularly report to the Parties, in written form, the substance of the work performed, provided that the Settlement Administrator will communicate the content of any potentially privileged communications from Settlement Class Members solely to Class Counsel. The Settlement Administrator will submit to the Court, in conjunction with the motion for final approval, a declaration providing, in addition to any other information required by the Court, the number of Class Notices it mailed to the Class Members, the number of Class Notices that it re-mailed, the number of Class Notices that were ultimately undeliverable, the number of Requests for Exclusion and objections that it received, the number of defective Requests for Exclusion and objections that it received, the total of its charges for services rendered, and the anticipated future charges contemplated in order to bring the administration of the Settlement and distribution of payments to completion. Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court. 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.

- 9.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 9.3. 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.
- 9.4. Notice to Class Members.
 - 9.4.1 The Parties will submit a Notice of Class Action Settlement ("Class Notice") to the Court for approval. The Class Notice will include, nonexclusively, information regarding the nature of the Action; a summary of the substance of the Settlement; the definition of the Class and PAGA Class; a description of the basis for determining the individual settlement payments for the Settlement Class Members; the estimated individual settlement payment; the procedures and deadlines for objecting to the Settlement, seeking exclusion from the Class, and/or disputing the number of Workweeks credited to him or her; and the date for Final Approval.

- 9.4.2. 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 and PAGA Employees in the Class Data.
- 9.4.3. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 9.4.4. 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.
- 9.4.5. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, 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.
- 9.4.6. If the Administrator, Blue Shield 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, which ever are later.
- 9.5. Requests for Exclusion (Opt-Outs). 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 postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means for determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion must be in writing which contains: (1) the

Settlement Class Member's full name and current address; (2) the case name and number; (3) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement; and (4) the Settlement Class Member's signature and the date of signature. Any Settlement Class Member who submits a timely, valid Request for Exclusion will not be a Participating Class Member, will not be entitled to receive any individual settlement payment, and will not be bound by this Agreement or have any right to object, appeal, or comment thereon. No later than thirty (30) calendar days before the Final -Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of all Settlement Class Members who have submitted a valid and timely Request for Exclusion. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified herein. 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.

9.5.1 Every Class Member who does not submit a timely and valid Request for Exclusion in compliance with this section will be 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 Participating Class Members' Releases under Paragraph 7.1.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

9.5.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgement, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 7.1.3 of this Agreement and are eligible for an Individual PAGA Payment.

9.6. Challenges to Calculation of Workweeks. 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 Class Workweeks and PAGA Pay Periods (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 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide

copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

9.7. Objections to Settlement.

- 9.7.1. 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.
- 9.7.2. 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).
- 9.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

9.8. 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.

- 9.8.1. 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, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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.
- 9.8.2. 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).

- 9.8.3. 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, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 9.8.4. Workweek and/or Pay Period 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 9.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, 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.
- 9.8.6. Final Report by Settlement Administrator. Within ten (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.

10. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

10.1. Based on its records, Blue Shield estimates that, as of the date of mediation, there are 158 Class Members who collectively worked a total of approximately 13,547 Workweeks from May 27, 2021 to May 14, 2025, and 126 PAGA Employees who worked a total of approximately 4,158 PAGA Pay Periods from April 1, 2023 to May 14, 2025. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e. if the workweeks exceed 14,902) through the date of preliminary approval, Blue Shield, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 14,902, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number workweeks during the Class Period, Blue Shield would agree to increase the Gross Settlement Amount by 1%).

11. BLUE SHIELD'S RIGHT TO WITHDRAW.

11.1. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total workweeks, Blue Shield may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Blue Shield 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, Blue Shield will remain responsible for paying all Settlement Administration Expenses incurred to that point.

12. MOTION FOR FINAL APPROVAL.

12.1. 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, 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 ten (10) days prior to filing the Motion for Final Approval. 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.

12.2. 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.

12.3. 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.

- 12.4. 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.
- 12.5. 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.
- 12.6. 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.

13. AMENDED JUDGMENT.

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

14. ADDITIONAL PROVISIONS.

- 14.1. 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 Blue Shield that any of the allegations in the Operative Complaint have merit or that Blue Shield has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Blue Shield'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 grant Preliminary Approval, Final Approval or enter Judgment, Blue Shield reserves the right to contest certification of any class for any reasons, and Blue Shield reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Blue Shield's defenses. The Settlement, this Agreement and 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).
- 14.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Blue Shield 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, Blue Shield 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, any with 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.

- 14.3. No Solicitation. The Parties agree to use their best efforts to carry out the terms of this Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members or PAGA Employees to submit Requests for Exclusion or objections to the Settlement, or to appeal from or seek review of the Court's Preliminary Approval Order, Final Approval Order, or Final Judgment,

provided, however, that Class Counsel may respond to any questions received from Class Members or PAGA Employees regarding the Settlement and the Settlement Agreement.

- 14.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 14.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Blue Shield, 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. No Tax Advice. Neither Plaintiff, Class Counsel, Blue Shield 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.
- 14.9. 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.
- 14.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11. 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.

- 14.12. 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.
- 14.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 14.14. 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 Blue Shield 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Blue Shield unless, prior to the Court's discharge of the Administrator's obligation, Blue Shield makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 14.15. 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.
- 14.16. 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.
- 14.17. 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:

Matthew A. Haulk; mhaulk@hemploymentlaw.com
Jose M. Herrera; jherrera@hemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111

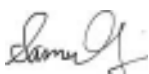
To Blue Shield:

Sharon Bauman; SBauman@manatt.com
Stephanie Roeser; SRoeser@manatt.com
Katelyn Climaco; KClimaco@manatt.com

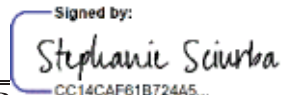
Manatt, Phelps & Phillips, LLP
2049 Century Park East, Suite 1700
Los Angeles, CA 90067

14.18. 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.

14.19. 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 that upon the signing of this Agreement that pursuant to CCP section 583.330 is tolled from May 14, 2025 to the date of the Final Approval Order in order to effectuate this Settlement.



Plaintiff Samara Garcia

Signed by:

CC14CAF61B724A5...

7/31/2025

Defendant California Physicians' Service dba
Blue Shield of California

By:

Its:

APPROVED AS TO FORM AND
CONTENT:



Jose M. Herrera, Esq.
Haulk & Herrera LLP
Counsel for Plaintiff Samara Garcia

EXHIBIT A

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

*Samara Garcia v California Physicians' Service dba Blue Shield of California, Los Angeles
Superior Court Case 24STCV00873.*

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against California Physicians' Service dba Blue Shield of California ("Defendant" or "Blue Shield") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Samara Garcia ("Plaintiff"), and seeks payment of (1) back wages and other relief for all individuals who are or were employed as business analysts, experienced (Level P2), in the State of California who worked for Defendant at any time from May 27, 2021 through the date of preliminary approval of the settlement ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all individuals who are or were employed as business analysts, experienced (Level P2), in the State of California who worked for Defendant at any time during the period of April 1, 2023, through the date of preliminary approval of the settlement ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment, if you qualify for such payments. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written and signed Request for Exclusion, notifying the Administrator that you wish to opt-out. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to individually pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written and signed Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below), regardless of whether they opt-out of the Class Settlement.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating the California Labor Code for failure to pay hourly and overtime wages; failure to provide legally-compliant meal and rest breaks and failure to pay premium pay for missed, late, interrupted or short meal and rest breaks; failure to maintain and furnish accurate itemized wage statements, and failure to provide timely final pay. Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”) based on the same alleged violations. Plaintiff is represented by attorneys in the Action: Haulk & Herrera LLP (“Class Counsel.”). Defendant strongly denies violating any laws or failing to pay any wages and contend that it complied with all applicable laws. Defendant also denies this case is appropriate for class and/or representative treatment.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, and Defendant denies the legitimacy of Plaintiff’s claims. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Arthur Eidelhoch, in an effort to resolve the

Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$375,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Effective Date. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 35% of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$7,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to the Administrator for services administering the Settlement.
 - C. Up to \$5,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.

- D. Up to \$37,500 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. 40% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 60% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non- Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to what is referred to as a “Cy Pres Beneficiary”. The proposed Cy Pres Beneficiary is a non-profit organization, Legal Aid At Work, located at 180 Montgomery St # 600, San Francisco, CA 94104. The Cy Pres Beneficiary is subject to court approval.

If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you submit a written and signed Request for Exclusion to the Administrator notifying that you wish to opt-out, not later than _____. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class

Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members and Aggrieved Employees will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement..

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in this Action, or that could have been asserted under the facts set forth in the Operative Complaint arising from an individual’s time worked in the Business Analyst, Experienced (level P2) role during the Class Period, including without limitation claims for: (1) unpaid wages; (2) unpaid overtime, (3) failure to Provide Meal Periods; (4) failure to provide rest periods, (5) failure to furnish accurate itemized wage statements; (6) waiting time penalties, (7) violation of Business and Professions Code 17200. This further includes any and all other claims under California common law, the

California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the Action.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in this Action, or that could have been asserted under the facts set forth in the Operative Complaint arising from an individual's time worked in the Business Analyst, Experienced (level P2) role during the PAGA Period, including for claims that could have been ascertained in the course of the Action, including without limitation claims for: unpaid wages, liquidated damages, or overtime; failure to provide legally-compliant meal and rest breaks and failure to pay premium pay for missed, late, interrupted or short meal and rest breaks; failure to maintain and furnish accurate itemized wage statements, and failure to provide timely final pay.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$9,375 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked

during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Your Individual Class Payment and Individual PAGA Payment, if any, will be paid by the Administrator within 14 days after Defendant funds the Settlement Fund, provided that the Court's Judgment has become final.

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.
2. Aggrieved Employees Who Are Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., Aggrieved Employees who are Non-Participating Class Members).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter to the Administrator with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Garcia v California Physicians' Service dba Blue Shield of California*, Los Angeles Superior Court Case No. 24STCV00873, and include the requested identifying information (e.g., full name, address, and email address for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator**

by _____ (if mailed, postmarked by this date), or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees and Litigation Expenses stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/cases> or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Garcia v California Physicians' Service dba Blue Shield of California*, Los Angeles Superior Court Case No. 24STCV00873 and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department 51 of Los Angeles County Superior Court, located at 111 N Hill St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend, at your own expense). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the ILYM Group, Inc. website at <https://www.ilymgroup.com/cases>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Action, Case No. 24STCV00873.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Name of Attorney: Matthew Haulk and Jose Herrera
Email Address: mhaulk@hemploymentlaw.com and jherrera@hemploymentlaw.com
Name of Firm: Haulk & Herrera LLP
Mailing Address: 100 Pine Street, Suite 1250, San Francisco, CA 94111
Telephone: (415) 745-3219

Settlement Administrator:

Name of Company: ILYM Group, Inc
Email Address: lisa@ilymgroup.com
Mailing Address: 14751 Plaza Dr., Ste J | Tustin, CA 92780
Telephone: (714) 277-3889
Fax Number: (888) 845-6185

10.WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11.WHAT IF I CHANGE MY ADDRESS?

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