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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAVIER LOERA, JUSTINA VILLARREAL, AUBREY CONNAGHAN, and KRISTINE STEVENSON, individually, and on behalf of other similarly situated employees,

Plaintiffs,

vs.

WORKCARE, INC., and DOES 1 through 25, inclusive,

Defendants

Case No. 24STCV14766

Honorable Elihu M. Berle
Department 6

SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	November 19, 2026
Time:	10:00 a.m.
Dept.:	6
Complaint Filed:	June 12, 2024
FAC Filed:	September 23, 2024
Trial Date:	Not Set

SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC ("Class Counsel"), attorneys of record for Plaintiffs Justina Villarreal, Aubrey Connaghan, and Kristine Stevenson (collectively, "Plaintiffs"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On October 19, 2026, Plaintiffs filed the Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"), along with supporting documents, thereby seeking preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") reached between Plaintiffs and Defendant WorkCare, Inc. ("Defendant") (collectively, Plaintiffs and Defendant are referred to as the "Parties"). A partially-executed copy of the Settlement Agreement was attached as "Exhibit 4" to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, also filed on October 19, 2026.

3. On October 30, 2026, the Parties fully executed the Settlement Agreement. A true and correct copy of the fully-executed Settlement Agreement is attached hereto as **Exhibit 1**.

Notice of Settlement to the LWDA

4. In accordance with California Labor Code section 2699(s)(2), on November 4, 2026, a copy of the proposed Settlement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 2**.

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

Executed on November 4, 2026, at Jersey City, New Jersey.

Alexandra Rose

Alexandra Rose

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement") is made and entered into by and between Plaintiffs Justina Villarreal, Aubrey Connaghan, and Kristine Stevenson (collectively, "Plaintiffs"), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to PAGA Employees (as defined herein), and Defendant WorkCare, Inc. ("Defendant") (collectively, Plaintiffs and Defendant are referred to as "Parties" and individually as "Party").

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On June 7, 2024, former plaintiff Javier Loera ("Former Plaintiff") provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant.

2. On June 12, 2024, Former Plaintiff filed a Class Action Complaint in the action entitled *Javier Loera v. WorkCare, Inc.*, Los Angeles County Superior Court Case No. 24STCV14766 ("Action"), thereby commencing a putative class action against Defendant.

3. On August 12, 2024, Former Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. in the action entitled *Javier Loera v. WorkCare, Inc.*, Los Angeles County Superior Court Case No. 24STCV20384 ("PAGA Action"), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq*. ("PAGA") against Defendant.

4. On September 23, 2024, Former Plaintiff and Plaintiffs filed a First Amended Class Action Complaint in the Action, which added Plaintiffs as named plaintiffs.

5. On September 23, 2024, Former Plaintiff and Plaintiffs provided an amended written notice to the LWDA by online submission and to Defendant by U.S Certified Mail. Together, the June 7, 2024 notice and September 23, 2024 notice are referred to as the "PAGA Letters."

6. On December 2, 2024, Former Plaintiff and Plaintiffs filed a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. in the PAGA Action, which added Plaintiffs as named plaintiffs.

7. On December 19, 2024, Former Plaintiff was dismissed from the Action without prejudice.

8. On December 10, 2025, Former Plaintiff was dismissed from the PAGA Action without prejudice.

9. The Parties agree that Plaintiffs will file a Second Amended Class and Representative Action Complaint ("Operative Complaint"), which will add the PAGA claims alleged in the PAGA Action and align with the scope of the Released Class Claims and Released PAGA Claims (as defined herein). Once the Operative Complaint is filed, Plaintiffs will dismiss the PAGA Action without prejudice. Together, the Action and PAGA Action are referred to as the "Actions."

10. The Operative Complaint alleges ten (10) causes of action for alleged violations of the California Labor Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant meal periods and premium payments in lieu thereof, (4) failure to provide compliant rest periods and premium payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to provide compliant wage statements, (7) failure to timely pay wages upon termination, (8) failure to reimburse necessary business expenses, (9) for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and (10) for civil penalties under PAGA based on the aforementioned California Labor Code violations.

11. Defendant denies all material allegations set forth in the Actions and has asserted numerous affirmative defenses. Notwithstanding Defendant's strong defenses to these claims, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

12. Class Counsel (defined below) diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, timekeeping and payroll records, data, and

documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

13. On December 1, 2025, the Parties participated in mediation with Monique Ngo-Bonnici, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

14. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions, and the Settlement Administrator will return any payment(s) previously made by Defendant to the Settlement Administrator within three (3) business days in accordance with Paragraph 50.

DEFINITIONS

15. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 18.

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b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees of Defendant who performed work for Defendant in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Melissa Rodriguez, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate the number of Workweeks and number of Pay Periods.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A**."

f. "Class Period" means the period from June 12, 2020, through February 1, 2026.

g. "Class Representative Service Payment(s)" means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 19.

h. "Class Settlement" means the settlement and resolution of all Released Class Claims.

i. "Court" means the Superior Court of the State of California for the County of Los Angeles.

j. "Defendant's Counsel" means Shannon R. Finley and Will R. Dischmann of Pettit Kohn Ingrassia Lutz & Dolin PC.

k. "Dispute" means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address,

telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

l. "Effective Date" means the date on which the Final Approval Order and Judgment becomes final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Member objects to the Class Settlement, the day the Court enters the Final Approval Order and Judgment; (b) if one or more Settlement Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or (c) if a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

m. "Employer Taxes" means the employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

n. "Final Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. "Final Approval Order and Judgment" means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. "Gross Settlement Amount" means the amount of One Million Three Hundred Thousand Dollars and Zero Cents ($1,300,000.00) to be paid by Defendant pursuant to this Settlement Agreement. The Gross Settlement Amount includes Individual Settlement Payments, Class Representative Service Payments, Attorneys' Fees and Costs, Settlement Administration Costs, and PAGA Amount as specified herein. Defendant shall pay the Employer Taxes separately and in addition

to the Gross Settlement Amount. Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Employer Taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 22.

r. "Individual PAGA Payment" means each PAGA Employee's *pro rata* share of the PAGA Employee Amount that PAGA Employees may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 24.

s. "Individual Settlement Payment" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 25. Settlement Class Members will automatically receive their Individual Settlement Payment unless they opt out of the Class Settlement. Settlement Class Members are not required to submit claim forms to receive their Individual Settlement Payment.

t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 23.

u. "LWDA Payment" means the amount of Forty-Five Thousand Dollars and Zero Cents ($45,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 20.

v. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs, Class Representative Service Payments, PAGA Amount, and Settlement Administration Costs.

w. "Notice of Objection" means a Settlement Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents

upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. "PAGA Amount" means the allocation of Sixty Thousand Dollars and Zero Cents ($60,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or $45,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or $15,000.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. "PAGA Employees" means all current and former hourly-paid and/or non-exempt employees of Defendant who performed work for Defendant in the State of California at any time during the PAGA Period.

z. "PAGA Employee Amount" means the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. "PAGA Period" means the period from June 7, 2023, through February 1, 2026.

bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

cc. "Pay Periods" means the number of pay periods each PAGA Employee performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period. Pay Periods will be based on hire dates, last dates worked or separation dates (as applicable), rehire dates (as applicable), and may exclude periods when the PAGA Employees did not perform work. Pay Periods will be calculated by Defendant's Counsel and the Settlement Administrator.

dd. "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.

ee. "Preliminary Approval Order" means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

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ff. "Released Class Claims" means any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint against Defendant during the Class Period. The Released Class Claims include claims for alleged: (a) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (b) failure to pay wages for off-the-clock work; (c) failure to properly calculate and pay overtime wages (including failure to pay overtime, double time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (d) failure to provide compliant meal periods; (e) failure to provide compliant rest periods; (f) failure to properly calculate and pay premiums (or correct premiums) for non-compliant meal and rest breaks; (g) failure to properly calculate and pay paid sick leave benefits; (h) failure to properly calculate and pay the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculating the regular rate of pay, bonus, and incentive pay; (i) failure to properly calculate and pay wages due at termination and during employment; (j) failure to provide accurate, itemized wage statements; (k) failure to properly calculate and pay reimbursements for necessary business expenses; (l) failure to pay employees two times per month or timely during employment; and (m) all claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 432.5, 432.6, 510, 512, 512(a), 515, 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2801, and 2802, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims. The Released Class Claims exclude claims for wrongful termination of employment, unemployment insurance, social security, workers' compensation, and claims based on occurrences outside of the Class Period. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.,* 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action. The Released Class Claims also expressly encompasses a release by the Settlement Class Members of claims under the Fair Labor Standards Act based on the same conduct/primary rights as those alleged in the Actions. Class Members will not release the Released

Class Claims if they have submitted a valid and timely Request for Exclusion.

gg. "Released PAGA Claims" means any and all claims, rights, demands, liabilities, and causes of action for PAGA penalties, whether pled or could have been pled arising from the facts alleged in the Operative Complaint and PAGA Letters against Defendant during the PAGA Period. The Released PAGA Claims include claims for alleged: (a) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (b) failure to pay wages for off-the-clock work; (c) failure to properly calculate and pay overtime wages (including failure to pay overtime, double-time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (d) failure to provide compliant meal periods; (e) failure to provide compliant rest periods; (f) failure to properly calculate and pay premiums (or correct premiums) for non-compliant meal and rest breaks; (g) failure properly calculate and pay paid sick leave benefits; (h) failure to properly calculate and pay the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculation the regular rate of pay, bonus, and incentive pay; (i) failure to properly calculate and pay wages due at termination and during employment; (j) failure to provide accurate, itemized wage statements; (k) failure to properly calculate and pay reimbursements for necessary business expenses; (l) failure to pay employees two times per month or timely during employment; and (m) all claims for civil penalties under PAGA for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 432.5, 510, 512, 512(a), 515, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802. The PAGA Employees shall not opt out of PAGA Settlement.

hh. "Released Parties" means Defendant and any of Defendant's current and former related entities, other related business entities, parents, and equity holders, owners, and alleged and potential joint employers of any of the Class Members or PAGA Employees, and each of their respective divisions, subsidiaries, joint ventures, owners, shareholders, customers, members, actual or alleged joint employers, members, directors, officers, employees, contractors, principals, agents, investors, representatives, accountants, auditors, attorneys, insurers, consultants, other representatives or persons or acting by, under or in concern with any of the forgoing, and each of the forgoing successors, predecessors and heirs, and any other persons that could be jointly liable with Defendant

for any of the Released Class Claims and Released PAGA Claims.

ii. "Request for Exclusion" means a timely written request by a Class Member to be excluded from the Class Settlement. The Request for Exclusion must: (a) include the name and case number of the Action; (b) set forth the name, address, telephone number, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned to the Settlement Administrator; (e) clearly state the Class Member does not wish to be included in the Class Settlement; and (f) be postmarked on or before the Response Deadline. Class Members and PAGA Employees cannot use a Request for Exclusion to exclude themselves from the PAGA Settlement.

jj. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. "Settlement Administrator" means Apex Class Action LLC or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administrating the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or have any relationship with the Settlement Administrator that could create a conflict of interest.

ll. "Settlement Administration Costs" includes all costs payable to the Settlement Administrator for administering this Settlement. This includes but is not limited to: (a) translating, printing, distributing, remailing (if necessary), and tracking the Class Notice and other documents (e.g., Notices of Objection, Requests for Exclusion, and Disputes) received for this Settlement; (b) calculating and distributing all payments to be made pursuant to this Settlement; (c) setting up the

interest-bearing Qualified Settlement Fund ("QSF"); (d) providing any funds remaining in the QSF as a result of uncashed settlement checks to the State Controller's Unclaimed Property Division; (e) tax reporting; and (f) providing necessary reports and declarations as requested by the Parties.

mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. "Workweeks" means the number of calendar weeks each Class Member performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be based on hire dates, last dates worked or separation dates (as applicable), and rehire dates (as applicable), and may exclude periods when the Class Member did not perform work. Workweeks will be calculated by the Defendant's Counsel and the Settlement Administrator.

CLASS CERTIFICATION

16. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

17. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

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

18. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees in the amount up to Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., $455,000.00 if the Gross Settlement Amount is $1,300,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00),

both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19. Class Representative Service Payments. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Class Representative Service Payments in the amounts up to Ten Thousand Dollars and Zero Cents ($10,000.00) each (collectively, $30,000.00). The Class Representative Service Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as PAGA Employees. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes associated with the Class Representative Service Payments and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising from these payments. Plaintiffs will not have the right to revoke this Settlement if the Court fails to approve the amounts sought by Plaintiffs as the Class Representative Service Payments. Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Class Representative Service Payments. Any portion of the requested Class Representative Service Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

20. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Sixty Thousand Dollars and Zero Cents ($60,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section

2698, *et seq*. (i.e., the PAGA Amount), of which seventy-five percent ($45,000.00) will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent ($15,000.00) will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments). PAGA Employees will receive their portion of the PAGA Payment even if they submit valid and timely Request for Exclusion Forms.

21. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Eleven Thousand One Hundred Fifteen Dollars and Zero Cents ($11,115.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22. Escalator Clause. Defendant has represented that the Class Members worked a total of 48,748 workweeks between June 8, 2020, and December 1, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period exceeds 48,748 by more than 10% (i.e., if the Workweeks exceed 53,623), then Defendant shall have the option of: (1) increasing the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (i.e. if the number of Workweeks increases by 11% to 54,110 Workweeks, then the Gross Settlement Amount

will increase by 1%); or (2) rolling back the Class Period and PAGA Period to the date upon which the 53,623 Workweeks threshold is met. Although Class Counsel does not typically agree to any rollback of the Class Period or PAGA Period, Class Counsel agrees to this provision here solely to finalize the Settlement. Furthermore, Class Counsel's agreement to this rollback provision is specific to this Settlement and shall not be construed as an agreement to any similar rollback provision in any other matter or future settlement.

23. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class Member's final Individual Settlement Share.

24. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

25. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages

will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for accurately calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

27. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE

BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT 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 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'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 SETTLEMENT AGREEMENT.

29. Settlement Payments Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

30. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant's Counsel will provide Class Counsel a declaration from Defendant regarding its financial situation suitable for public filing, including appropriate confidential financial documents under seal or provided for an in camera review by the Court concurrently with the preliminary approval motion pursuant to the requirement of the Los Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval of Class Action Settlement. If required by the Court, Defendant agrees to provide appropriate, confidential financial documents to the Court for review in camera or file the appropriate, confidential financial documents under seal to support Plaintiffs' preliminary approval motion. Defendant does not agree to publicly file any of its confidential financial documents with the Court or waive its constitutional right to privacy. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiffs as the representatives of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

31. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

32. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Settlement Administrator shall keep the Class List confidential and shall not provide any of the sensitive personal information (including Class Members' names, contact information, or full/partial Social Security numbers) to Class Counsel. Notwithstanding the above, in the event the Court conditions Final Approval on the receipt and/or filing of a declaration, proposed order and judgment, or other document identifying the Class Members who have submitted a Request for Exclusion, it shall not be a violation of this Paragraph for the Settlement Administrator to disclose the name only of such individuals to Class Counsel and Defendant's Counsel.

33. Notice by First-Class U.S. Mail.

a. Within ten (10) business days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

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34. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

35. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The Request for Exclusion must: (a) include the name and case number of the Action; (b) set forth the name, address, telephone number, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned to the Settlement Administrator; (e) clearly state the Class Member does not wish to be included in the Class Settlement; and (f) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making

any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

36. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. Settlement Class Members are not required to appear at the Final Approval Hearing to have their objections considered. Class Counsel will not represent any Settlement Class Members with respect to any such objections to this Settlement. Any Class Members who request exclusion from the Class Settlement will not have standing to object to the Class Settlement. If a Settlement Class Member objects to the Class Settlement, the Settlement Class Member will remain a member of the Class. If the Court approves this Settlement, the objecting Settlement Class Member will be deemed a Settlement Class Member and be bound by the terms of the Settlement and Final Approval Hearing in the same way and to the same extent as a Settlement Class Member who did not object.

37. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

38. Defendant's Right to Rescind. If the number of valid Requests for Exclusion identified by the Settlement Administrator exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from this Settlement. The Parties agree that if Defendant withdraws, this 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 Settlement provided that Defendant will remain responsible for paying all settlement administration costs incurred through the point of withdrawal. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than fourteen (14) calendar days after the Settlement Administrator sends the final weekly report and confirms the total number of timely, complete, and valid Requests for Exclusion. A late election will have no effect.

39. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The Settlement Administrator will provide a draft of the declaration to counsel for all Parties, and the Settlement Administrator will execute the declaration following approval by counsel for all Parties.

40. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'

Fees and Costs; (e) Class Representative Service Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Class Representative Service Payments to Plaintiffs;

e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entry of judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

41. Funding of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount in eleven (11) installments as follows:

a. First Installment: No later than thirty (30) calendar days after Preliminary Approval or September 1, 2026, whichever comes first, Defendant will deposit Two Hundred Thousand Dollars and Zero Cents ($200,000.00) of the Gross Settlement Amount ("First Installment") into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant must receive necessary information to submit the payment at least three (3) business days before the payment is due. Otherwise, the deadline for the payment becomes three (3) business days after Defendant is provided with the necessary information to submit the payment to the Settlement Administrator.

b. Second Installment: No later than thirty (30) calendar days after Final Approval or January 1, 2027, whichever comes first, Defendant will deposit Two Hundred Thousand Dollars and Zero Cents ($200,000.00) of the Gross Settlement Amount ("Second Installment") into the QSF.

c. Remaining Installments: The remainder of the Gross Settlement Amount will be paid in nine (9) equal payments of One Hundred Thousand Dollars and Zero Cents ($100,000.00) ("Installment Payment(s)") for nine (9) months thereafter until the Gross Settlement Amount has been fully paid. The Installment Payments shall be paid no later than the 28th day of that month, starting the calendar month after the Second Installment (i.e., if the Second Installment is paid January 1, 2027, the third Installment Payment shall be due no later than February 28, 2027).

d. Any failure by Defendant to timely pay the First Installment, Second Installment, or any other Installment Payments shall be an event of default. Within three (3) business days of any default, the Settlement Administrator shall email counsel for both Parties notifying them of any default (the "Default Notice"). Defendant shall have no more than seven (7) business days from the date of the Default Notice to cure the default. After entry of the Final Approval Order and Judgment, any default that is not cured by the 14th business day from the date of the Default Notice shall entitle Plaintiffs to move ex parte to have all remaining unpaid Installment Payment(s) immediately accelerated and judgment entered against Defendant for the remaining unpaid Installment Payment(s).

e. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

f. Defendant shall deposit the Employer Taxes into the QSF no later than the date the last Installment Payment is due or within five (5) business days of the Effective Date (whichever is later).

42. Distribution of the Gross Settlement Amount.

a. Within five (5) business days of (1) the funding of the fifth Installment Payment or (2) the Effective Date (whichever is later), the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Class Representative Service Payments to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself. The Settlement Administrator will notify counsel for all Parties of the date of mailing of all Settlement payments no later than the date of mailing.

b. Within five (5) business days of (1) the funding of the last Installment Payment or (2) the Effective Date (whichever is later), the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Class Representative Service Payments to Plaintiffs, remaining half of the Attorneys' Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself. The Settlement Administrator will notify counsel for all Parties of the date of mailing of all Settlement payments no later than the date of mailing. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

43. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual

Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

44. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

45. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

46. Plaintiffs' Complete and General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on behalf of their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release and discharge the Released Parties from any and all known and unknown claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that

were, or could have been, alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Letters; (c) all claims arising from their employment relationship, or termination of their employment relationship, with Defendant; and (d) any known and unknown claims of any nature arising from any act or omission occurring prior to the Plaintiffs' execution of the Settlement Agreement. This release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on acts or omissions after the date of Plaintiffs' execution of the Settlement Agreement. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree that this release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. Plaintiffs also expressly waive and relinquish any and all claims, rights or benefits that they may have under Civil Code section 1542, which provides as follows

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

47. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

48. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this

Settlement Agreement.

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

50. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated and Defendant has not made a payment to the Settlement Administrator, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. In the event the Settlement Agreement is terminated by Defendant and Defendant has made one or more payments to the Settlement Administrator, then Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the Settlement Administrator will retain its prorated fee for services rendered up to the date the Settlement

Administrator is notified that the Settlement has been terminated and the Settlement Administrator will return the remainder of the funds paid by Defendant pursuant to the Settlement Agreement to Defendant within three (3) business days.

d. In the event the Settlement Agreement is terminated by Plaintiffs and Defendant has made one or more payments to the Settlement Administrator, then Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney. Plaintiffs shall pay the Settlement Administrator its prorated fee for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated, and the Settlement Administrator will return the total amount paid by Defendant pursuant to the Settlement Agreement to Defendant within three (3) business days.

e. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

f. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

g. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

h. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

51. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

52. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

53. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

54. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including with respect to California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

55. Integrated Agreement. Upon execution by all Parties and their counsel, this Settlement 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.

56. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

57. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have

full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

58. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Employee.

59. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

60. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

61. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

62. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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63. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

64. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, in connection with any enforcement actions.

65. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

66. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

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67. Press and Publicity. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, publicize the Settlement, or have any communication with the press about the Action(s) and/or facts, amount, or terms of the Settlement at any time. This provision shall not apply to the filing of any documents with the Court or LWDA that are necessary to effectuate the Settlement, nor is it intended to interfere or restrict the (a) Settlement Administrator from distributing the Class Notice and complying with its obligation to provide information to the Class Members and/or PAGA Employees; and (b) Class Counsel from seeking preliminary and final approval of the Settlement.

68. Limited Disclosures to Class Members / PAGA Employees Prior to Preliminary Approval. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this case and/or the fact, amount, or terms of the Settlement at any time. Any communication about the Settlement to Class Members or PAGA Employees prior to Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. The Parties and their counsel agree that they will not directly or indirectly discourage participation in the Settlement by any Class Member. Class Members who retained Class Counsel before mediation are an exception to this provision.

69. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Defendant's Counsel and Class Counsel's ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

70. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defendant's 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.

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

72. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement.

73. Use and Return of Class List. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class List provided to Class Counsel by Defendant 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 thirty (30) calendar days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of the Class List received from Defendant.

74. No Waiver of Arbitration. The Parties agree that this Settlement Agreement does not waive Defendant's right to enforce an Arbitration Agreement signed by Class Members or PAGA Employees in the event the Settlement Agreement is null and void or a Class Member or PAGA Employee files a new action.

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

76. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

77. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have

been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

78. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

79. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

80. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:
Jonathan M. Genish
jgenish@blackstonepc.com
Barbara DuVan-Clarke
BDC@blackstonepc.com
Melissa Rodriguez
mrodriguez@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:
Shannon R. Finley
sfinley@pettitkohn.com
Will R. Dischmann
wdischmann@pettitkohn.com
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
101 Continental Boulevard, Suite 820
El Segundo, California 90245
Tel: (310) 649-5772 / Fax: (310) 649-5777

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81. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JUSTINA VILLARREAL

Dated: 10-30-26

Plaintiff Justina Villarreal

PLAINTIFF AUBREY CONNAGHAN

Date: _____

Plaintiff Aubrey Connaghan

PLAINTIFF KRISTINE STEVENSON

Dated: _____

Plaintiff Kristine Stevenson

DEFENDANT WORKCARE, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant WorkCare, Inc.

81. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JUSTINA VILLARREAL

Dated: _____

_____
Plaintiff Justina Villarreal

PLAINTIFF AUBREY CONNAGHAN

Date: 10/19/2026

Aubrey Connaghan
_____
Plaintiff Aubrey Connaghan

PLAINTIFF KRISTINE STEVENSON

Dated: _____

_____
Plaintiff Kristine Stevenson

DEFENDANT WORKCARE, INC.

Dated: _____

_____

Full Name: _____

Title: _____
On behalf of Defendant WorkCare, Inc.

81. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JUSTINA VILLARREAL

Dated: _____

_____
Plaintiff Justina Villarreal

PLAINTIFF AUBREY CONNAGHAN

Date: _____

_____
Plaintiff Aubrey Connaghan

PLAINTIFF KRISTINE STEVENSON

Dated: 10/19/2026

Kristine Stevenson
Plaintiff Kristine Stevenson

DEFENDANT WORKCARE, INC.

Dated: _____

_____

Full Name: _____

Title: _____
On behalf of Defendant WorkCare, Inc.

81. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JUSTINA VILLARREAL

Dated: _____

_____
Plaintiff Justina Villarreal

PLAINTIFF AUBREY CONNAGHAN

Date: _____

_____
Plaintiff Aubrey Connaghan

PLAINTIFF KRISTINE STEVENSON

Dated: _____

_____
Plaintiff Kristine Stevenson

DEFENDANT WORKCARE, INC.

Dated: 10/19/2026

Maria Pitol

Full Name: Maria Pitol

Title: CFO
On behalf of Defendant WorkCare, Inc.

APPROVED AS TO FORM.

BLACKSTONE LAW, APC

Dated: 10/30/2026

Jonathan M. Genish
Barbara Du-Van Clarke
Melissa Rodriguez
Alexandra Rose
Attorneys for Plaintiff

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Dated: _____

Shannon R. Finley
Will R. Dischmann
Attorneys for Defendant

APPROVED AS TO FORM.

BLACKSTONE LAW, APC

Dated: _____

_____
Jonathan M. Genish
Barbara Du-Van Clarke
Melissa Rodriguez
Alexandra Rose
Attorneys for Plaintiff

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Dated: 10 / 19 / 2026

_____
Shannon R. Finley
Will R. Dischmann
Attorneys for Defendant

EXHIBIT A

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

***Loera; Villarreal; Connaghan; Stevenson v. WorkCare, Inc.* Case No. 24STCV14766**

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 **WorkCare, Inc.** ("WorkCare" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former WorkCare employees **Justina Villarreal, Aubrey Connaghan, and Kristine Stevenson** (together, "Plaintiffs") and seeks payment of (1) back wages, penalties, and other relief for a class of all current and former hourly-paid and/or non-exempt employees of WorkCare ("Class Members") who worked for WorkCare during the period from June 12, 2020, through February 1, 2026 ("Class Period") and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly-paid and/or non-exempt employees of WorkCare ("PAGA Employees") who worked for WorkCare during the period from June 7, 2023, through February 1, 2026 ("PAGA Period").

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

Based on WorkCare's records, and the parties' current assumptions, **your Individual Settlement Share is estimated to be $_____ (less withholding) 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 WorkCare'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 WorkCare's records showing that **you worked _____ Workweeks** during the Class Period and y**ou worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires WorkCare to make payments under the settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against WorkCare.

If you worked for WorkCare 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 Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against WorkCare.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

WorkCare 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against WorkCare that are covered by this settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement **The Opt-Out Deadline is _____.**	If you don't want to fully participate in the proposed settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this Notice. You cannot opt-out of the PAGA Settlement. WorkCare must pay Individual PAGA Payments to all PAGA Employees, and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).
Settlement 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 of Class Settlement ("Settlement 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 and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII 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. Settlement Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you performed work for WorkCare during the Class Period ("Workweeks") and how many pay periods you performed work for WorkCare during the PAGA Period ("Pay Periods"), respectively. The number of Workweeks and number of Pay Periods you worked according to WorkCare's records is stated on the first page of this Notice. If you disagree with the number of Workweeks and/or Pay Periods, you must challenge it by _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former WorkCare employees. The Action accuses WorkCare of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.).

Plaintiffs are represented by attorneys in the Action: Jonathan M. Genish, Barbara DuVan-Clarke, Melissa Rodriguez, and Alexandra Rose of Blackstone Law, APC, 8383 Wilshire Boulevard, Suite 745, Beverly Hills, California 90211.

WorkCare strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws and has strong defenses to Plaintiffs' allegations.

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

So far, the Court has made no determination whether WorkCare or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and WorkCare hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and WorkCare 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, WorkCare does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) WorkCare 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. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. WorkCare Will Pay One Million Three Hundred Thousand Dollars and Zero Cents ($1,300,000.00) as the Gross Settlement Amount ("Gross Settlement Amount"). WorkCare has agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA.

   WorkCare will fund the Gross Settlement Amount in eleven installments including one installment of $200,000 in September 2026; one installment of $200,000 on January 1, 2027; and then nine monthly installments of $100,000 until the Gross Settlement Amount has been fully paid.

   Payments will be disbursed as follows: Within five (5) business days of (1) the funding of the fifth Installment Payment or (2) the Effective Date (whichever is later), the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Class Representative Service Payments to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself. Within five (5) business days of (1) the funding of the last Installment Payment or (2) the Effective Date (whichever is later), the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Class Representative Service Payments to Plaintiffs, remaining half of the Attorneys' Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself. The judgment will be final on the date the Court enters the judgment, or a later date if Settlement Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court:

   a. Up to $455,000 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   b. Up to $10,000 each to Plaintiffs as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class

Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payment and any Individual PAGA Payment.

c. Up to $11,115 to the Settlement Administrator for services administering the settlement.

d. Up to $60,000 for PAGA penalties, allocated as 75% to the LWDA and 25% to Individual PAGA Payments to PAGA Employees based on their Pay Periods during the PAGA Period.

Settlement Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Amount 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 Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Settlement Class Members based on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and WorkCare are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages and 80% to penalties, interest, and non-wage damages. The wages portion is subject to withholdings and will be reported on IRS W-2 Forms. WorkCare will separately pay employer payroll taxes it owes on the wages portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the non-wages portion of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and WorkCare 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 Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the State of California's Unclaimed Property Division in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Division, 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 notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request ("Request for Exclusion") by the _____ response deadline. The Request for Exclusion should be a letter from the Class Member or Class Member's representative setting forth the name and case number for this Action, the Class Member's name, present address, telephone number, and four digits of their Social Security number, a simple statement electing to be excluded from the Class Settlement, and signature of the Class Member opting out which

is postmarked on or before the Response Deadline. Class Members who opt out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against WorkCare.

You cannot opt-out of the PAGA Settlement. Class Members who opt out of the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against WorkCare 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 not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and WorkCare have agreed that, in either case, the settlement will be void, WorkCare will not pay any money, and Class Members will not release any claims against WorkCare.

8. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Settlement Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Settlement Administrator's contact information is contained in Section IX of this Notice.

9. Participating Class Members' Release. After the Judgment is final and WorkCare has fully funded the Gross Settlement and separately paid all employer payroll taxes, Settlement Class Members will be legally barred from asserting any of the class 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 WorkCare or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this settlement.

The Settlement 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, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint against Defendant during the Class Period. The Released Class Claims include claims for alleged: (a) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (b) failure to pay wages for off-the-clock work; (c) failure to properly calculate and pay overtime wages (including failure to pay overtime, double time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (d) failure to provide compliant meal periods; (e) failure to provide compliant rest periods; (f) failure to properly calculate and pay premiums (or correct premiums) for non-compliant meal and rest breaks; (g) failure to properly calculate and pay paid sick leave benefits; (h) failure to properly calculate and pay the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculating the regular rate of pay, bonus, and incentive pay; (i) failure to properly calculate and pay wages due at termination and during employment; (j) failure to provide accurate, itemized wage statements; (k) failure to properly calculate and pay reimbursements for necessary business expenses; (l)

failure to pay employees two times per month or timely during employment; and (m) all claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 432.5, 432.6, 510, 512, 512(a), 515, 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2801, and 2802, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims. The Released Class Claims exclude claims for wrongful termination of employment, unemployment insurance, social security, workers' compensation, and claims based on occurrences outside of the Class Period. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.,* 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action. The Released Class Claims also expressly encompasses a release by the Settlement Class Members of claims under the Fair Labor Standards Act based on the same conduct/primary rights as those alleged in the Actions. Class Members will not release the Released Class Claims if they have submitted a valid and timely Request for Exclusion.

10. PAGA Employees' PAGA Release. After the Judgment is final and WorkCare has fully funded the Gross Settlement and separately paid all employer payroll taxes, all PAGA Employees will be barred from asserting PAGA claims against WorkCare, whether or not they exclude themselves from the Class Settlement. This means that all PAGA 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 WorkCare or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The PAGA Employees' Release is as follows:

All PAGA Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for PAGA penalties, whether pled or could have been pled arising from the facts alleged in the Operative Complaint and PAGA Letters against Defendant during the PAGA Period. The Released PAGA Claims include claims for alleged: (a) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (b) failure to pay wages for off-the-clock work; (c) failure to properly calculate and pay overtime wages (including failure to pay overtime, double-time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (d) failure to provide compliant meal periods; (e) failure to provide compliant rest periods; (f) failure to properly calculate and pay premiums (or correct premiums) for non-compliant meal and rest breaks; (g) failure properly calculate and pay paid sick leave benefits; (h) failure to properly calculate and pay the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculation the regular rate of pay, bonus, and incentive pay; (i) failure to properly calculate and pay wages due at termination and during employment; (j) failure to provide accurate, itemized wage statements; (k) failure to properly calculate and pay reimbursements for necessary business expenses; (l) failure to pay employees two times per month or timely during employment; and (m) all claims for civil penalties under PAGA for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246,

432.5, 510, 512, 512(a), 515, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802. The PAGA Employees shall not opt out of PAGA Settlement.

IV. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement 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 Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $15,000 by the total number of Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of Pay Periods worked by each individual PAGA Employee.

3. Disputes to Workweeks and Pay Periods. The number of Workweeks you worked during the Class Period and Pay Periods you worked during the PAGA Period, as recorded in WorkCare's records, is stated in the first page of this notice. You have until _____ to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Settlement Administrator via mail. Section IX of this notice has the Administrator's contact information.

   You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept WorkCare's calculation of Workweeks and Pay Periods based on WorkCare'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 Settlement Administrator will resolve disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and WorkCare's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

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

2. Non-Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement.

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

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

To opt out of the Class Settlement, submit a written and signed letter with your full name, mailing address, and telephone number and a simple statement that you do not want to participate in the Class Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the

Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment and Social Security number 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 Settlement Administrator by _____, or it will be invalid.** The Administrator will exclude you based on any writing communicating your request be excluded. Section IX of the Notice has the Settlement Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and WorkCare are asking the Court to approve. At least sixteen (16) days before the _____ final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's website _____ or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case.

A Settlement Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator is _____.** Be sure to tell the Settlement Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number and approximate dates of employment for WorkCare and sign the objection. Section IX of this notice has the Settlement Administrator's contact information.

A Settlement 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 VIII of this Notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ in Department ___ of the Superior Court of Los Angeles County, located at 312 North Spring Street, 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 Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comments from objectors, Class Counsel, and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Settlement Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything WorkCare and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any

other settlement documents is to go to the website at https://www.lacourt.ca.gov/pages/lp/access-a-case. 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 (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number 24STCV14766. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel
Name of Attorneys:
Email Addresses:
Name of Firm:
Mailing Address:
Telephone:

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>
Fecha Mié 4 Nov 2026 14:11
Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

11/04/2026 02:10:44 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/04/2026 02:10:44 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1032786-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm