SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

ERIN O'BRIEN, individually, and on behalf of other individuals similarly situated, Plaintiff, v. SANTA BARBARA COTTAGE HOSPITAL, a California Nonprofit Corporation; SANTA YNEZ VALLEY COTTAGE HOSPITAL, a California Nonprofit Corporation; GOLETA VALLEY COTTAGE HOSPITAL, a California Nonprofit Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 24CV03660 Assigned To: Hon. Thomas P. Anderle Dept.: 3 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Erin O'Brien, as an individual and on behalf of all others similarly situated, and Defendants Santa Barbara Cottage Hospital, Santa Ynez Valley Cottage Hospital, and Goleta Valley Cottage Hospital (collectively, the "Parties").

DEFINITIONS

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

1. "Action" means Erin O'Brien v. Santa Barbara Cottage Hospital, et al., Santa Barbara County Superior Court Case No. 24CV03660.

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation of the Action. Class Counsel will request attorneys' fees of up to $83,333.33. "Attorneys' Fees and Costs" will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation of the Action, up to $20,000, subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for Attorneys' Fees and Costs as set forth above.

3. "Class Counsel" means Bradley/Grombacher, LLP.

4. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within 20 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendants in California as non-exempt employees during the "Class Period", defined as November 10, 2022, through April 15, 2026, or the date of preliminary approval of the settlement, whichever is sooner.

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

7. "Class Representative Enhancement Payment" means the amounts to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to $10,000 to Plaintiff.

8. "Court" means the Santa Barbara County Superior Court.

9. "Defendants" means Santa Barbara Cottage Hospital, Santa Ynez Valley Cottage Hospital, and Goleta Valley Cottage Hospital.

10. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

11. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

12. "Gross Settlement Amount" means the Gross Settlement Amount of $250,000, to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

13. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Fund and PAGA Fund.

14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members.

15. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

16. "PAGA Members" means all persons who worked for Defendants in California as non-exempt employees during the "PAGA Period", defined as July 1, 2023, to April 15, 2026, or the date of preliminary approval of the settlement, whichever is sooner.

17. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under the Private Attorneys General Act ("PAGA") ("PAGA Settlement"). The Parties have agreed that $25,000 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, 65%, or $16,250, of the PAGA Settlement Amount will be paid to the LWDA, and 35%, or $8,750 ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

18. "Parties" means Plaintiff and Defendants collectively.

19. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

20. "Plaintiff" means Plaintiff Erin O'Brien.

21. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

22. "Released Class Claims" means all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent

to the LWDA on Plaintiff's behalf, or that could have been raised in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged. The "Class Released Claims" include all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have been raised in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged. The Class Released Claims include all claims for unpaid wages, including, failure to pay minimum wages, overtime compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; payment for all hours worked, including off-the-clock work, claims relating to timeclock rounding, and claims relating to standby time; failure to reimburse business expenses; wage statements; failure to pay all wages when due; unfair business practices related to the Class Released Claims; penalties, including wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Class Released Claims arising under: the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code sections 17200, *et seq.* This release excludes the release of claims not permitted by law.

23. "Released PAGA Claims" means all claims for civil penalties under PAGA, asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA, or that could have been raised in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged.

24. "Released Parties" means Defendants, and each of their past, present, and future agents, employees, clients, servants, officers, directors, managing agents, owners (whether direct or indirect), partners, trustees, representatives, shareholders, attorneys, parents, subsidiaries, related companies/ corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, owners, agents,

representatives, payroll agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns.

25. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be postmarked on or before the Response Deadline.

26. "Response Deadline" means the deadline by which Class Members must postmark to the Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be 45 calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

27. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be $26,650.

28. "Settlement Administrator" means ____________, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

29. "Workweeks" means the number of days of employment for each Class Member during the Class Period, dividing by seven, and rounding up to the nearest whole number. All Class Members

will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

30. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of $250,000 into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employer's share of payroll taxes within 10 calendar days of the Effective Date ("Funding Date").

31. Attorneys' Fees and Costs. Defendants agree not to oppose any motion by Class Counsel for attorneys' fees of not more than $83,333.33. Defendants also agree not to oppose any motion by Class Counsel for reimbursement of out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed $20,000.

32. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her efforts and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any motion for a Class Representative Enhancement Payment of up to $10,000 to Plaintiff. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payments paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

33. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be $26,650. These costs, which will be paid from the

Gross Settlement Amount, will include the required tax reporting on the Individual Settlement Payment, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

34. PAGA Settlement Amount. Subject to Court approval, the Parties agree that $25,000 from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, 65%, or $16,250, of this sum will be paid to the LWDA and 35%, or $8,750, will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

35. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their share of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

36. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

37. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

38. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

38(a) Payments from the Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of

Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

38(b) Payments from the PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

39. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

40. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

41. Delivery of the Class List. Within 20 calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

42. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

43. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update any identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular 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 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional 15 calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

44. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

45. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the

Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within 10 business days after the Response Deadline.

46. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) 15 calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

47. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

48. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked an estimated total of 532,442 Workweeks during the class period as of January 15, 2026. If the actual number of Workweeks worked during the Class Period is greater than 10% over this estimate (or greater than 585,686 Workweeks), then the Gross Settlement Amount will increase by 1% for every 1% increase over the 10% threshold, or the Class Period will end on the date the number of work weeks equals 585,686.

49. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including 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.

50. Releases by Participating Class Members. Upon the Funding Date, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the

Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

51. Releases by Plaintiff and LWDA. Upon the Funding Date, Plaintiff, the State of California, and the LWDA shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

52. Defendants' Right to Rescind. Defendants will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, 5% or more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in writing to Class Counsel within 14 calendar days after the Response Deadline.

53. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

54. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

55. Distribution Timing of Individual Settlement Payments. Within 10 calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and

PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

56. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the unclaimed property fund of the State of California.

57. 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.

58. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) 20% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

59. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

60. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

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

THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR 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 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

62. 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.

63. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

64. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the LWDA Payment; and (e) all Settlement Administration Costs. The final fairness hearing will not be held earlier than 30 calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely 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. A copy of the Judgment will be posted to the Settlement Administrator's website.

67. Release by Plaintiff. As of the date of Judgment and funding of the Gross Settlement Amount in full by Defendants, Plaintiff, in her individual capacity, fully and finally releases Defendants, and each of their past, present, and future agents, employees, clients, servants, officers, directors, managing agents, owners (whether direct or indirect), partners, trustees, representatives, shareholders,

attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, owners, agents, representatives, payroll agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns (collectively, the "Released Parties"), from any and all claims, known and unknown, under federal, state, and/or local law, including but not limited to claims arising from or related to her employment with Defendants and her compensation while an employee of Defendants ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims asserted in the Action, as amended, and/or arising from or related to the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf. Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; meal and rest period premiums; failure to provide meal periods; failure to authorize and permit rest periods; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work, claims relating to timeclock rounding, and claims relating to standby time; failure to pay vacation wages; timely payment of wages due; wage statements; unlawful deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code; all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code sections 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* Plaintiff's Released Claims also include all claims for lost benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

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

68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement 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.

69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. 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.

70. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

71. 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 and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

72. 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.

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

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

75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action 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.

76. 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.

77. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not

approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

78. Non-Admission of Liability. The Parties enter into this Settlement 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, Defendants do not admit, and specifically deny, that they 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 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants 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, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

79. No Public Comment: Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind related in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiff and the Court only. Plaintiff shall be informed that the settlement is confidential and shall be advised to keep the settlement confidential. From and after preliminary approval of the settlement, the Settlement Class members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written, or electronic, to say the Class Action has been

resolved and that Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the settlement. Nothing in this Paragraph is intended to prevent Class Counsel, for the limited purpose of establishing adequacy of counsel in future actions, to reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

80. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

81. Enforcement Actions. If 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 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 incurred in connection with any enforcement actions.

82. 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 because 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 to the preparation of this Settlement Agreement.

83. Representation By Counsel. The Parties acknowledge 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. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

85. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

86. Binding 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 federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 3/4/2026

DocuSigned by:
Erin O'Brien
B469ADD3FED4496...

Erin O'Brien

DEFENDANTS

Dated: 3/10/2026

DocuSigned by:
A470E166334942A...

Santa Barbara Cottage Hospital, Santa Ynez Valley Cottage Hospital, and Goleta Valley Cottage Hospital

APPROVED AS TO FORM

BRADLEY/GROMBACHER, LLP

Dated: 3/5/2026

By: ______________________

Marcus Bradley
Attorneys for Plaintiff

ARENTFOX SCHIFF LLP

Dated: 3/5/2026

By: ______________________

Daniel J. McQueen
Attorneys for Defendants

EXHIBIT A

O'Brien v. Santa Barbara Cottage Hospital, et al., Case No. 24CV03660
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA BARBARA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Santa Barbara Cottage Hospital, Santa Ynez Valley Cottage Hospital, and/or Goleta Valley Cottage Hospital ("Defendants") in California as non-exempt employees during the period of November 10, 2022, through April 15, 2026 ("Class Members")

All persons who worked for Defendants in California as non-exempt employees at any time from July 1, 2023, through April 15, 2026 ("PAGA Members").

On ________, the Santa Barbara County Superior Court granted preliminary approval of a class action settlement and ordered this notice. **You have received this notice because Defendants' records indicate that you are a Class Member and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check. The Final Approval Hearing on the fairness of the Settlement is currently set for _:00 _.m. on __________, 2026 in Department __ of the Santa Barbara County Superior Court located at ____________________________. Please note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

The pleadings and other records in this litigation may be examined online on the Santa Barbara County Superior Court's website, www.santabarbara.courts.ca.gov. You may also view images of every document filed in the case free of charge by using one of the computer kiosks available at each court location that has a facility for civil filings.

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 deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the facts alleged in the Action during the Class Period ("Action" means Erin O'Brien v. Santa Barbara Cottage Hospital, et al., Santa Barbara County Superior Court Case No. 24CV03660).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment in connection with the class action and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place as noted above. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.

<u>Summary of the Litigation</u>

Plaintiff Erin O'Brien, on behalf of herself and on behalf of other current and former non-exempt employees, alleges that Defendants violated California labor laws as a result of an alleged failure to, among other things, pay overtime and minimum wages, provide meal and rest breaks, reimburse necessary business expenses, provide lawful paystubs, and timely pay wages at the end of employment.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations. The parties participated in a mediation with Jeffrey Fuchsman, Esq., an experienced and well-respected class action mediator. With Mr. Fuchsman's guidance, the parties were able to negotiate a settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Bradley/Grombacher, LLP ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe the claims alleged in the lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants deny the factual and legal allegations in the case and believe they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting to any wrongdoing or that the case can or should proceed as a class action.

<u>Summary of The Proposed Settlement Terms</u>

Plaintiff and Defendants have agreed to settle the case in exchange for a Gross Settlement Amount of $250,000. This amount includes: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of $10,000 to Plaintiff for her service on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) $83,333.33 in attorneys' fees and up to $20,000 in litigation costs and expenses; (4) a $25,000 settlement of claims under the Private Attorneys General Act ("PAGA"), which includes a $18,750 payment to the Labor and Workforce Development Agency ("LWDA"), and a $6,250 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at $26,650. After deducting the above payments, a total of approximately $85,016.67 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the $6,250 PAGA Fund, regardless whether they opt out of the Settlement Class.

<u>Payments from Net Settlement Fund</u>. Defendants will calculate the total number of Workweeks worked by each Class Member from November 10, 2022, through April 15, 2026 ("Class Period") and the aggregate total number of

Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately $_____.

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member from July 1, 2023, through April 15, 2026 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately $_____.

Your Estimated Payment. Based on the above, your total estimated payment from the settlement is approximately $_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o ______________

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. In addition, 100% of any payment you receive from the PAGA Fund will be allocated as non-wages for which an IRS Form 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If want to receive your payment from the settlement, then no further action is required by you. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims:

> **Released Class Claims**: All claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have been raised in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged. The "Class Released Claims" include all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have been raised in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged. The Class Released Claims include all claims for unpaid wages, including, failure to pay minimum wages, overtime compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; payment for all hours worked, including off-the-clock work, claims relating to timeclock rounding, and claims relating to standby time; failure to reimburse business expenses; wage statements; failure to pay all wages when due; unfair business practices related to the Class Released Claims; penalties, including wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Class Released Claims arising under: the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code sections 17200 *et seq*. This release excludes the release of claims not permitted by law.

Additionally, Plaintiff and the LWDA will release all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the July 1, 2024, PAGA letter sent to the LWDA, or that could have been raised in the Action, as amended, or the July 1, 2024, PAGA letter, PAGA letter sent to the LWDA based on the facts and claims alleged.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

> Settlement Administrator
> c/o ____________
> _______________

The Request for Exclusion must be postmarked no later than __________, 2026. If you submit a Request for Exclusion which is not postmarked by this date, it will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.

- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – *Object to the Settlement*
If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Final Approval Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than ________________2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Marcus Bradley
Bradley/Grombacher, LLP
31355 Oak Crest Dr., Suite 210
Westlake Village, CA 91361
Phone: 1 (805) 270-7100

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel or the Settlement Administrator listed above. You can also obtain documents related to this case and this settlement by visiting www.______________, a website maintained by the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.