

CLASS ACTION AND PAGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kenya Lacefield (“Plaintiff”) and defendants Guidehouse Inc. (“Guidehouse”) and Lori Westman (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Lacefield v. Guidehouse Inc., et al.*, initiated on September 26, 2024 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV25066.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all current and former non-exempt employees of Guidehouse employed in California as Patient Access Nurses at any time during the Class Period.
- 1.5. “Class Counsel” means Natasha Chesler and Marielle Sider of Chesler McCaffrey LLP and Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss of Moss Bollinger LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.7. “Class Data” means Class Member identifying information in Guidehouse’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of Workweeks worked during the Class Period, number of PAGA Pay Periods worked during the PAGA Period, and whether the Class Member’s employment terminated at any time between September 26, 2021 and the end of the Class Period.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Verified Settlement Class Member or Non-Verified Settlement Class Member (including a Non-Verified Settlement Class Member who qualifies as a PAGA Member).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members and PAGA Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from September 26, 2020 through September 23, 2025.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the amount the Court authorizes to be paid to the Class Representative for initiating the Action and providing services in support of the Action, in addition to Plaintiff’s Individual Class Payments, in recognition of Plaintiff’s efforts and risks in

1 assisting with the prosecution of the Action and in return for executing a
2 general release in favor of the Released Parties, as set forth herein.

3 1.14. “Court” means the Superior Court of California, County of Los Angeles.

4 1.15. “Defendant Guidehouse” or “Guidehouse” means Guidehouse Inc.

5 1.16. “Defendant Westman” or “Westman” means Lori Westman.

6 1.17. “Defense Counsel” means John Schreiber, Jason S. Campbell, and Tristan R.
7 Kirk of Winston & Strawn LLP.

8 1.18. “Effective Date” means the date by when both of the following have occurred:
9 (a) the Court enters a Judgment on its Final Approval Order; and (b) the
10 Judgment is final. The Judgment is final as of the latest of the following
11 occurrences: (a) if there is an appeal of the Court’s Judgment, the date the Final
12 Approval Order and Judgment approving the Settlement are affirmed on appeal,
13 the date of dismissal of such appeal, or the expiration of the time to file a
14 petition for writ of certiorari to the Supreme Court; (b) if a petition for writ of
15 certiorari is filed, the date of denial of the petition for writ of certiorari, or the
16 date the Final Approval Order and Judgment approving the Settlement are
17 affirmed pursuant to such petition; or (c) if no appeal is filed, the expiration
18 date of the time for filing or noticing any appeal of the Final Approval Order
19 and/or entry of Judgment.

20 1.19. “Final Approval” or “Final Approval Order” means the Court’s order granting
21 final approval of the Settlement following the Final Approval Hearing.

22 1.20. “Final Approval Hearing” means the Court’s hearing on the motion for Final
23 Approval of the Settlement.

24 1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final
25 Approval of the Settlement.

26 1.22. “Gross Settlement Amount” means One Hundred One Thousand Dollars
27 (\$101,000) which is the total amount Guidehouse agrees to pay under the
28 Settlement except as provided in Paragraphs 3.1 and 4.3 below. The Gross

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

1.23. "Individual Class Payment" means the Verified Settlement Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount after the following deductions are made: (a) Administration Expenses Payment to the Administrator; (b) Class Representative Service Payment to Plaintiff; (c) Class Counsel Fee Payment to Class Counsel; (d) Class Counsel Litigation Expenses Payment to Class Counsel; (e) Individual PAGA Payments to PAGA Members; and (f) the LWDA PAGA Payment to the LWDA.

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

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

- 1.31. “PAGA Group” or “PAGA Members” means all current and former non-exempt employees of Guidehouse employed in California as Patient Access Nurses at any time during the PAGA Period.
- 1.32. “PAGA Notice” means Plaintiff’s September 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. “PAGA Pay Period” means any pay period during which a PAGA Member performed work for Guidehouse on at least one day during the PAGA Period.
- 1.34. “PAGA Period” means the period from September 26, 2023 to September 23, 2025.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Group (\$350) and the 65% to the LWDA (\$650) in settlement of the Released PAGA Claims.
- 1.36. “Plaintiff” means Kenya Lacefield, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s order granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the Court’s order granting Preliminary Approval of the Settlement and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Guidehouse Inc. and Guidehouse Managed Services LLC and all of their former, present or future parents, subsidiaries, and/or affiliates; each of the foregoing’s present, former, or future owners, directors, officers, shareholders, partners, managing agents, employees, insurers, successors, predecessors, contractors, members/stockholders, representatives, benefit plan fiduciaries, and assigns; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals; any entities or

1 individuals alleged to be joint employers with Guidehouse Inc. and/or
2 Guidehouse Managed Services LLC; and Lori Westman, and her heirs,
3 executors, administrators and assigns.

4 1.42. “Request for Exclusion” means a Class Member’s submission of a timely,
5 written opt-out request to be excluded from the Settlement signed by the Class
6 Member.

7 1.43. “Response Deadline” means forty-five (45) calendar days from the mailing of
8 the Class Notice and shall be the last date on which Class Members may: (a)
9 fax, email, or mail Requests for Exclusion from the class portion of the
10 Settlement, or (b) fax, email, or mail objections to the class portion of the
11 Settlement. The Response Deadline will be extended by fourteen (14) days for
12 any Class Member whose Class Notice is remailed by the Administrator.

13 1.44. “Settlement” means the disposition of the Action effected by this Agreement
14 and the Judgment.

15 1.45. “Verified Settlement Class Member” means a Class Member who does not
16 submit a valid and timely Request for Exclusion from the Settlement.

17 1.46. “Workweek” means any week during which a Class Member performed work
18 for Guidehouse on at least one day during the Class Period.

19 **2. RECITALS.**

20 2.1. On September 26, 2024, Plaintiff commenced this Action by filing a Complaint
21 alleging class claims against Defendants for: (1) failure to pay all overtime
22 wages owed; (2) failure to furnish accurate itemized wage statements; (3)
23 failure to pay timely wages upon cessation of employment; (4) failure to
24 provide written notice of employment-related information; and (5) unfair
25 competition under Business and Professions Code §§ 17200 *et seq.* Defendants
26 deny the allegations in the Complaint, deny any failure to comply with the laws
27 identified in the Complaint, and deny any and all liability for the causes of
28 action alleged.

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

2.3. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as provided by Paragraph 4.3 below, Guidehouse promises to pay One Hundred One Thousand Dollars (\$101,000) as the Gross Settlement Amount. In no event shall Defendants be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments. Guidehouse has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Verified Settlement Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Five Thousand Dollars (\$5,000.00) (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Verified Settlement Class Member and any Individual PAGA Payment). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and

1 Class Litigation Expenses Payment, Plaintiff will seek Court approval
2 for any Class Representative Service Payments no later than sixteen (16)
3 court days prior to the Final Approval Hearing. If the Court approves a
4 Class Representative Service Payment less than the amount requested,
5 the Administrator will retain the remainder in the Net Settlement
6 Amount. The Administrator will pay the Class Representative Service
7 Payment using an IRS Form 1099. Plaintiff assumes full responsibility
8 and liability for taxes owed on the Class Representative Service
9 Payment.

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to Thirty-Five
11 Thousand Three Hundred Fifty Dollars (\$35,350.00), which is 35% of
12 the Gross Settlement Amount, and a Class Counsel Litigation Expenses
13 Payment of up to Four Thousand Dollars (\$4,000) for Class Counsel's
14 actual reasonable litigation costs incurred. Defendants will not oppose
15 requests for these payments provided that they do not exceed these
16 amounts. Plaintiff and/or Class Counsel will file a motion for Class
17 Counsel Fees Payment and Class Litigation Expenses Payment no later
18 than sixteen (16) court days prior to the Final Approval Hearing. If the
19 Court approves a Class Counsel Fees Payment and/or a Class Counsel
20 Litigation Expenses Payment less than the amounts requested, the
21 Administrator will allocate the remainder to the Net Settlement Amount.
22 The Released Parties shall have no liability to Class Counsel or any
23 other Plaintiff's counsel arising from any claim to any portion of the
24 Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
25 Payment. The Administrator will pay the Class Counsel Fees Payment
26 and Class Counsel Expenses Payment using one or more IRS 1099
27 Forms. Class Counsel assumes full responsibility and liability for taxes
28 owed on the Class Counsel Fees Payment and the Class Counsel

Litigation Expenses Payment and holds Defendants harmless and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$3,250 based on an estimate of thirty (30) Class Members except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than \$3,250, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Verified Settlement Class Member: An Individual Class Payment calculated as follows: The Net Settlement Amount will be allocated among Verified Settlement Class Members on a proportional basis based on the number of Workweeks worked during the Class Period, the number of pay periods worked between September 26, 2023 and the end of the Class Period, and whether the Class Member's employment terminated at any time between September 26, 2021 and the end of the Class Period. Verified Settlement Class Members shall be allocated one (1) point of credit for each Workweek worked within the Class Period, one (1) point of credit for each pay period worked between September 26, 2023 and the end of the Class Period, and five (5) points of credit for each Class Member who experienced a termination at any time between September 26, 2021 to the end the Class Period. One (1) day worked in a given week will be credited as a Workweek for the purposes of these calculations. To calculate each Class Member's proportional share, the Administrator will (i) add all points for all Verified Settlement Class Members to obtain the denominator, (ii) divide the number of points for each Verified Settlement Class Member by the denominator to obtain each Class Member's portion of the Net

Settlement Amount, (iii) multiply each Verified Settlement Class Member's portion of the Net Settlement Amount by the Net Settlement Amount to determine each Class Member's estimated Individual Class Payment of the Net Settlement Amount.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Verified Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Verified Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Verified Settlement Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and PAGA Group: PAGA Penalties in the amount of \$1,000 to be paid from the Gross Settlement Amount, with 65% (\$650) allocated to the LWDA PAGA Payment and 35% (\$350) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties (\$350) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, Guidehouse estimates that Class Members collectively worked a total of 1,265 Workweeks during the Class Period.

4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their

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

4.3. Funding of Gross Settlement Amount. Within fifteen (15) business days following the occurrence of the Effective Date of the Settlement as defined above, Guidehouse shall transfer the Gross Settlement Amount into a Qualified Settlement Account established by the Administrator. The Administrator will also inform Defendants of the amount to be sent to the Qualified Settlement Account to cover the employer's portion of payroll taxes associated with the Wage Portion of the Individual Class Payments. Thereafter, the Administrator shall distribute the funds as soon as is practical in accordance with the terms of this Settlement Agreement and as ordered by the Court. No funds will be payable by Guidehouse prior to that time.

4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Administrator shall mail the Individual Class Payments to Verified Settlement Class Members, the Individual PAGA Payments to the PAGA Members, and the LWDA PAGA Payment to the LWDA. Within twenty (20) calendar days after the Effective Date, the Administrator shall mail the court-approved Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment to Class Counsel and Plaintiff.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Verified Settlement Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Verified Settlement Class Members (including those for whom Class

1 Notice was returned undelivered). The Administrator will send checks
2 for Individual PAGA Payments to all PAGA Members including Non-
3 Verified Settlement Class Members who qualify as PAGA Members
4 (including those for whom Class Notice was returned undelivered). The
5 Administrator may send Verified Settlement Class Members a single
6 check combining the Individual Class Payment and the Individual
7 PAGA Payment. Before mailing any checks, the Administrator must
8 update the recipients' mailing addresses using the National Change of
9 Address Database.

10 4.4.2. The Administrator must conduct a Class Member Address Search for all
11 other Verified Settlement Class Members and/or PAGA Members
12 whose checks are returned undelivered without USPS forwarding
13 address. Within five (5) calendar days of receiving a returned check the
14 Administrator must re-mail checks to the USPS forwarding address
15 provided or to an address ascertained through the Class Member
16 Address Search. The Administrator need not take further steps to
17 deliver checks to Verified Settlement Class Members and/or PAGA
18 Members whose re-mailed checks are returned as undelivered. The
19 Administrator shall promptly send a replacement check to any Verified
20 Settlement Class Member and/or PAGA Member whose original check
21 was lost or misplaced if requested by the Verified Settlement Class
22 Member and/or PAGA Member prior to the void date.

23 4.4.3. For any Verified Settlement Class Member and/or PAGA Member
24 whose Individual Class Payment and/or Individual PAGA Payment
25 check is uncashed and cancelled after the void date, the amount of those
26 checks will be distributed pursuant to California Code of Civil
27 Procedure § 384 with 100% of the amount being distributed to Bet
28 Tzedek Employment Rights Clinic (the "Cy Pres Recipient").

1 4.4.4. The payment of Individual Class Payments and/or Individual PAGA
2 Payments shall not obligate Defendants to confer any additional benefits
3 or make any additional payments to Class Members (such as 401(k)
4 contributions or bonuses) beyond those specified in this Agreement.

5 **5. RELEASES OF CLAIMS:** Effective on the date when Guidehouse fully funds the
6 entire Gross Settlement Amount and funds all employer payroll taxes owed on the
7 Wage Portion of the Individual Class Payments, Plaintiff, Class Members, PAGA
8 Members, and Class Counsel will release claims against all Released Parties as follows:

9 5.1. Plaintiff's General Release. Plaintiff and her respective former and present
10 spouses, representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, release and discharge the Released Parties from any and all
12 demands, damages, debts, liabilities, actions, causes of action and claims of
13 every kind and nature whatsoever, whether now known or unknown, suspected
14 or unsuspected, contingent or non-contingent, whether or not concealed or
15 hidden, arising or accruing at any time prior to and/or on the date Plaintiff signs
16 this Agreement, which now exist, or heretofore have existed, upon any theory
17 of law or equity, including, without limitation, all claims under the Fair
18 Employment and Housing Act, Americans with Disabilities Act, Age
19 Discrimination in Employment Act, and Title VII of the Civil Rights Act of
20 1964. Plaintiff is deemed by operation of the Final Approval Order to have
21 agreed not to sue or otherwise make a claim against any of the Released Parties
22 for any claim arising or accruing at any time prior to and/or on the date Plaintiff
23 signs this Agreement (collectively, "Plaintiff's Release"). Plaintiff's Release
24 does not extend to any claims or actions to enforce this Agreement, or to any
25 claims for vested benefits, unemployment benefits, disability benefits, social
26 security benefits, or workers' compensation benefits. Plaintiff acknowledges
27 that Plaintiff may discover facts or law different from, or in addition to, the facts
28 or law that Plaintiff now knows or believes to be true but agrees, nonetheless,

1 that Plaintiff's Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiff's discovery of
3 them.

4 5.1.1. Plaintiff acknowledges that she has had the opportunity to review, and
5 has reviewed, California Civil Code section 1542, which provides:

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

14 Being fully informed of this provision of the Civil Code and
15 understanding its provisions, Plaintiff agrees to waive any rights under
16 that section (or any statute or common law principle of similar effect),
17 and acknowledges that the Agreement and the release contained herein
18 extends to all claims that she has or might have against the Released
19 Parties, including those which are presently unknown to her.

20 5.1.2. Plaintiff's Release of Age Discrimination in Employment Act Claims.

21 Plaintiff understands and acknowledges that:

- 22 a. She is voluntarily waiving any and all rights and claims she has
23 against the Released Parties arising pursuant to the Age
24 Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq.
25 ("ADEA") as of the date she signs the Agreement;
26 b. She is waiving these substantive rights or claims pursuant to
27 the Agreement in exchange for consideration, the value of which
28 exceeds the payment or remuneration to which she was already
entitled;
c. She has been and is hereby advised in writing to consult with
an attorney of her choosing concerning the Agreement prior to

1 executing it. She further acknowledges that she sought such
2 advice, that her counsel advised her to sign the Agreement, and
3 that her execution of the Agreement is voluntary and without
4 coercion;

5 d. She has been given at least twenty-one (21) days to consider
6 the terms of the Agreement, and in the event she decides to sign
7 the Agreement in fewer than twenty-one (21) days, she has done so
8 with the express understanding that she had been given and
9 declined the opportunity to consider it for a full twenty-one (21)
10 days;

11 e. She may revoke her waiver of claims arising pursuant to the
12 ADEA at any time during the seven (7) days following the date she
13 signs the Agreement. Plaintiff understands and agrees that should
14 she revoke her waiver of claims arising pursuant to the ADEA at
15 any time during the seven (7) days following the date she signs the
16 Agreement, she will receive ten percent (10%) of her Court-
17 approved Class Representative Service Payment and such amount
18 will be the consideration for the general release of all her rights
19 and claims addressed in the Agreement except any claims she may
20 have pursuant to the ADEA. Plaintiff further understands and
21 agrees that should she not revoke her waiver of claims arising
22 pursuant to the ADEA during the seven (7) days following the date
23 she signs the Agreement, she will receive one hundred percent
24 (100%) of her Class Representative Service Payment and such
25 amount will be consideration for the general release of all rights
26 and claims addressed in the Agreement, including any claims she
27 may have pursuant to the ADEA;
28

f. Any revocation must be in writing and delivered by hand or certified mail to Tristan R. Kirk, Winston & Strawn LLP, 333 S. Grand Ave., 38th Floor, Los Angeles, California 90071; and
g. Any changes to the Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.

5.2. Release by Verified Settlement Class Members: Each Verified Settlement Class Member on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from the Released Class Claims (as defined below). The “Released Class Claims” means any and all claims that were asserted in any complaint in the Action and/or Plaintiff’s letters and communications with the LWDA; and/or any and all claims that could have been reasonably asserted in any complaint in the Action or Plaintiff’s letters and communications with the LWDA based on any of the facts and/or allegations alleged in any complaint in the Action and/or Plaintiff’s letters and communications with the LWDA. This release includes, but is not limited to, any and all claims pursuant to: California Labor Code sections 201-204, 206, 206.5, 210, 212-213, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 256, 432.5, 510, 511, 558, 558.1, 1450, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 2699; California Code of Civil Procedure section 1021.5; the California Industrial Welfare Commission (IWC) Wage Orders; and the California Business & Professions Code. This release also includes, but is not limited to, any and all claims for and/or related to: minimum wages; overtime wages; double time wages; pay for all hours worked; off-the-clock work; shift differential pay; calculation of the regular rate, including for overtime pay and double time pay purposes; overtime/double time pay; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements

1 and/or accuracy of wage statements; recordkeeping; unfair competition; any
2 unpaid wages or compensation related to any or all of the foregoing; any
3 premium payments related to any or all the foregoing; restitution for any or all
4 of the foregoing; any penalties, including statutory and civil penalties, related
5 to any or all of the foregoing; attorneys' fees or costs related to any or all of the
6 foregoing; interest related to any or all of the foregoing; and/or any other
7 damages or amounts related to any or all of the foregoing.

8 5.3. Release by PAGA Members: Each PAGA Member, irrespective of whether he
9 or she opts out of the class portion of the Settlement, shall release the Released
10 Parties from the Released PAGA Claims (as defined below). The "Released
11 PAGA Claims" means any and all claims for civil penalties under California
12 Labor Code section 2698 et seq. (PAGA) that: were asserted in any complaint
13 in the Action and/or Plaintiff's letters and communications with the LWDA;
14 and/or any and all claims that could have been reasonably asserted in any
15 complaint in the Action or Plaintiff's letters and communications with the
16 LWDA based on any of the facts and/or allegations alleged in any complaint in
17 the Action and/or Plaintiff's letters and communications with the LWDA. This
18 release includes, but is not limited to, any and all claims for PAGA civil
19 penalties premised on: California Labor Code sections 201-204, 206, 206.5,
20 210, 212-213, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 256, 432.5, 510, 511, 558,
21 558.1, 1450, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 2699; and the
22 California IWC's Wage Orders. This release includes, but is not limited to,
23 claims for PAGA civil penalties premised on: minimum wages; overtime
24 wages; double time wages; pay for all hours worked; off-the-clock work; shift
25 differential pay; calculation of the regular rate, including for overtime pay and
26 double time pay purposes; overtime/double time pay; timeliness of wages;
27 payment of wages at separation of employment; waiting time penalties;
28 itemized wage statements and/or accuracy of wage statements; recordkeeping;

any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; and attorneys' fees or costs related to any or all of the foregoing.

5.3.1. No PAGA Member may opt out of or be excluded from participating in the settlement of the Released PAGA Claims. All PAGA Members shall be bound by the Judgment and will have released the Released Parties from the Released PAGA Claims if/when the Court grants Final Approval of this Settlement.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or

1 the proposed Cy Pres Recipient; (v) a signed declaration from each Class
2 Counsel firm attesting to its competency to represent the Class Members and
3 its timely transmission to the LWDA of all necessary PAGA documents (PAGA
4 Notice (Lab. Code, § 2699.3, subd. (a)), operative Complaint (Lab. Code, §
5 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and
6 (vi) all facts relevant to any actual or potential conflict of interest with Class
7 Members, the Administrator, and/or the proposed Cy Pres Recipient.

8 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel agree to work
9 together in good faith expeditiously finalizing and filing the Motion for
10 Preliminary Approval after the full execution of this Agreement; obtaining a
11 prompt hearing date for the Motion for Preliminary Approval; and for appearing
12 in Court to advocate in favor of the Motion for Preliminary Approval. Class
13 Counsel is responsible for delivering the Court's Preliminary Approval to the
14 Administrator.

15 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
16 for Preliminary Approval and/or the supporting declarations and documents,
17 Class Counsel and Defense Counsel will expeditiously work together on behalf
18 of the Parties by meeting in person or by telephone, and in good faith, to resolve
19 the disagreement. If the Court does not grant Preliminary Approval or
20 conditions Preliminary Approval on any material change to this Agreement,
21 Class Counsel and Defense Counsel will expeditiously work together on behalf
22 of the Parties by meeting in person or by telephone, and in good faith, to modify
23 the Agreement and otherwise satisfy the Court's concerns.

24 7. SETTLEMENT ADMINISTRATION.

25 7.1. Selection of Administrator. The Parties have jointly selected Phoenix
26 Settlement Administrators to serve as the Administrator and verified that, as a
27 condition of appointment, the Administrator agrees to be bound by this
28 Agreement and to perform, as a fiduciary, all duties specified in this Agreement

1 in exchange for payment of Administration Expenses. The Parties and their
2 Counsel represent that they have no interest or relationship, financial or
3 otherwise, with the Administrator other than a professional relationship arising
4 out of prior experiences administering settlements.

5 7.2. Employer Identification Number. The Administrator shall have and use its own
6 Employer Identification Number for purposes of calculating payroll tax
7 withholdings and providing reports state and federal tax authorities.

8 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
9 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US
10 Treasury Regulation section 468B-1.

11 7.4. Notice to Class Members.

12 7.4.1. No later than three (3) business days after receipt of the Class Data, the
13 Administrator shall notify Class Counsel that the list has been received
14 and state the number of Class Members, PAGA Members, Workweeks,
15 and PAGA Pay Periods in the Class Data.

16 7.4.2. Using best efforts to perform as soon as possible, and in no event later
17 than fourteen (14) days after receiving the Class Data, the Administrator
18 will send to all Class Members identified in the Class Data, via first-
19 class United States Postal Service (“USPS”) mail, the Class Notice
20 substantially in the form attached to this Agreement as **Exhibit A**. The
21 first page of the Class Notice shall prominently estimate the dollar
22 amounts of any Individual Class Payment and/or Individual PAGA
23 Payment payable to the Class Member, and the number of Workweeks
24 and PAGA Pay Periods (if applicable) used to calculate these amounts.
25 Before mailing Class Notices, the Administrator shall update Class
26 Member addresses using the National Change of Address database.

27 7.4.3. Not later than five (5) business days after the Administrator’s receipt of
28 any Class Notice returned by the USPS as undelivered, the

1 Administrator shall re-mail the Class Notice using any forwarding
2 address provided by the USPS. If the USPS does not provide a
3 forwarding address, the Administrator shall conduct a Class Member
4 Address Search, and re-mail the Class Notice to the most current address
5 obtained. The Administrator has no obligation to make further attempts
6 to locate or send Class Notice to Class Members whose Class Notice is
7 returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written objections, challenges to
9 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will
10 be extended an additional 14 days beyond the 45 days otherwise
11 provided in the Class Notice for all Class Members whose notice is re-
12 mailed. The Administrator will inform the Class Member of the
13 extended deadline with the re-mailed Class Notice.

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

25 7.5. Requests for Exclusion (Opt-Outs).

26 7.5.1. Each Class Member shall have forty-five (45) calendar days from the
27 mailing of the Notice within which to complete and postmark a written
28 Request for Exclusion, for return to the Administrator. The request need

not be in any particular form and will be considered a valid Request for Exclusion so long as it communicates a clear desire by the Class Member not to be included in the class portion of the Settlement, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No Requests for Exclusion shall be accepted if postmarked after the Response Deadline, except as provided in Paragraphs 1.43 and 7.4.4 above. Class Members are responsible for maintaining a photocopy of their Request for Exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a Request for Exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Administrator, whose determination shall be final.

7.5.2. Any Class Member who validly excludes himself/herself/themselves from the class portion of this Settlement is a Non-Verified Settlement Class Member under this Agreement and shall not be bound by the Released Class Claims and shall not be entitled to any portion of the Net Settlement Amount.

7.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice to challenge the number of Workweeks, PAGA Pay Periods and Terminations allocated to the Class Member in the Class Notice, except as provided in Paragraphs 1.43 and 7.4.4 above. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks, PAGA Pay Periods and Terminations contained in the Class Notice are correct

1 so long as they are consistent with the Class Data. The Administrator's
2 determination of each Class Member's allocation of Workweeks, Terminations
3 and/or PAGA Pay Periods shall be final and not appealable or otherwise
4 susceptible to challenge. The Administrator shall promptly provide copies of
5 all challenges to calculation of Workweeks, Terminations and/or PAGA Pay
6 Periods to Defense Counsel and the Administrator's determination the
7 challenges. The Administrator shall promptly provide copies of all challenges
8 to calculation of Workweeks, Terminations and/or PAGA Pay Periods on an
9 anonymous basis to Class Counsel and the Administrator's determination of the
10 challenges on an anonymous basis.

11 7.7. Objections to Settlement.

12 7.7.1. Only Verified Settlement Class Members may object to the class action
13 components of the Settlement and/or this Agreement, including
14 contesting the fairness of the Settlement, and/or amounts requested for
15 the Class Counsel Fees Payment, Class Counsel Litigation Expenses
16 Payment and/or Class Representative Service Payment.

17 7.7.2. Verified Settlement Class Members may send written objections to the
18 Administrator, by fax, email, or mail. In the alternative, Verified
19 Settlement Class Members may appear in Court (or hire an attorney to
20 appear in Court) to present verbal objections at the Final Approval
21 Hearing. A Verified Settlement Class Member who elects to send a
22 written objection to the Administrator must do so not later than the
23 Response Deadline, except as provided in Paragraphs 1.43 and 7.4.4
24 above.

25 7.7.3. Any Class Member who does not affirmatively opt-out of the Settlement
26 by submitting a valid and timely Request for Exclusion may object to
27 the approval of class action portion of the Settlement ("Objecting Class
28

Member”). Any Class Member who makes a timely Request for Exclusion has waived their right to object.

7.7.4. Non-Verified Settlement Class Members have no right to object to the Settlement.

7.7.5. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

7.7.6. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the class portion of the Settlement or to appeal from the Court’s Final Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

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

7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the Response Deadline, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion (whether valid or invalid). Separately, the Administrator shall email a list to Class Counsel containing the names on the Exclusion List.

7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other

1 things, tally the number of: Class Notices mailed or re-mailed, Class
2 Notices returned undelivered, Requests for Exclusion (whether valid or
3 invalid) received, objections received, and challenges to Workweeks,
4 Terminations and/or PAGA Pay Periods received and/or resolved
5 (“Weekly Report”). The Weekly Reports must include the
6 Administrator’s assessment of the validity of Requests for Exclusion
7 and attach copies of all valid Requests for Exclusion and objections
8 received.

9 7.8.3. Administrator’s Declaration. Not later than fourteen (14) days before
10 the date by which Plaintiff is required to file the Motion for Final
11 Approval of the Settlement, the Administrator will provide to Class
12 Counsel and Defense Counsel a signed declaration suitable for filing in
13 Court attesting to its due diligence and compliance with all of its
14 obligations under this Agreement, including, but not limited to, its
15 mailing of Class Notice, the Class Notices returned as undelivered, the
16 re-mailing of Class Notices, attempts to locate Class Members, the total
17 number of Requests for Exclusion from Settlement it received (both
18 valid or invalid), the number of written objections and attach the
19 Exclusion List. The Administrator will supplement its declaration as
20 needed or requested by the Parties and/or the Court. Class Counsel is
21 responsible for filing the Administrator’s declaration(s) in Court.

22 7.8.4. Final Report by Administrator. Within ten (10) days after the
23 Administrator disburses all funds in the Gross Settlement Amount, the
24 Administrator will provide Class Counsel and Defense Counsel with a
25 final report detailing its disbursements by employee identification
26 number only of all payments made under this Agreement. At least
27 fifteen (15) calendar days before any deadline set by the Court, the
28 Administrator will prepare, and submit to Class Counsel and Defense

Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS WORKWEEKS ESTIMATES. Based on its records, Guidehouse estimates that, as of the end of the Class Period, Class Members worked 1,265 total Workweeks.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified exceeds 15% of the total Class Members covered by the Settlement, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither party will have any further obligation to perform under the Settlement; provided, however, Defendants will remain responsible for paying all administration expenses incurred to that point. Defendants must notify Plaintiff's counsel and the Court of its election to withdraw in writing not later than seven (7) days after the Administrator sends the final Exclusion List to Defense counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel at least seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Verified Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

1 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions
2 Final Approval on any material change to the Settlement (including, but not
3 limited to, the scope of release to be granted by Class Members), the Parties
4 will expeditiously work together in good faith to address the Court's concerns
5 by revising the Agreement as necessary to obtain Final Approval. The Court's
6 decision to award less than the amounts requested for the Class Representative
7 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment and/or Administration Expenses Payment shall not
9 constitute a material modification to the Agreement within the meaning of this
10 paragraph.

11 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
12 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
13 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,
14 (ii) addressing settlement administration matters, and (iii) addressing such post-
15 Judgment matters as are permitted by law.

16 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
17 and conditions of this Agreement, specifically including the Class Counsel Fees
18 Payment and Class Counsel Litigation Expenses Payment set forth in this
19 Settlement, the Parties, their respective counsel, and all Verified Settlement
20 Class Members who did not object to the Settlement as provided in this
21 Agreement, waive all rights to appeal from the Judgment, including all rights
22 to post-judgment and appellate proceedings, the right to file motions to vacate
23 judgment, motions for new trial, extraordinary writs, and appeals. The waiver
24 of appeal does not include any waiver of the right to oppose such motions, writs
25 or appeals. If an objector appeals the Judgment, the Parties' obligations to
26 perform under this Agreement will be suspended until such time as the appeal
27 is finally resolved and the Judgment becomes final.
28

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

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

12. **ADDITIONAL PROVISIONS.**

12.1. First Amended Complaint. Plaintiff shall file a First Amended Complaint in the Action in the form that will be attached to a joint stipulation to be filed and approved by the Parties within fourteen (14) days of the Court's entry of the Preliminary Approval Order. The First Amended Complaint shall add PAGA claims solely for the purposes of effectuating this Settlement. The First Amended Complaint shall also include all the factual allegations and claims currently alleged in the operative Complaint in the Action. The Parties agree that Defendants shall maintain any and all affirmative defenses but shall not be required to file an Answer or other responsive pleading to the First Amended Complaint and that such agreement precludes Plaintiff from any right to: (a) obtain a default judgment against Defendants on the basis that Defendants did not respond to the First Amended Complaint; (b) argue that Defendants waived any right to a demurrer or other challenge to the pleadings; and (c) argue that

Defendants waived any affirmative defense. If the Settlement does not obtain Preliminary and Final Approval, Plaintiff will withdraw the First Amended Complaint and it will be void *ab initio*.

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

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

1 confidential; (2) to the extent necessary to report income to appropriate taxing
2 authorities; (3) in response to a court order or subpoena; or (4) in response to
3 an inquiry or subpoena issued by a state or federal government agency. In
4 addition, Guidehouse may share the terms of this Agreement with anyone that
5 Guidehouse's Chief Executive Officer, General Counsel, Board of Directors, or
6 any other executive officer of Guidehouse, determines needs to know the terms
7 of this Agreement provided however, that any such disclosure shall be for the
8 business purposes of Guidehouse only. Each Party agrees to immediately notify
9 each other Party of any judicial or agency order, inquiry, or subpoena seeking
10 such information. This paragraph does not restrict Class Counsel's
11 communications with Class Members in accordance with Class Counsel's
12 ethical obligations owed to Class Members.

13 12.4. Non-Publicity Post Preliminary Approval. Class Counsel and Plaintiff agree
14 not to publicize the terms of this Settlement with the media, including but not
15 limited to, any newspaper, journal, magazine, website and/or online reporter of
16 settlements or on any website.

17 12.5. No Solicitation. The Parties separately agree that they and their respective
18 counsel and employees will not solicit any Class Member to opt out of or object
19 to the class portion of the Settlement, or appeal from the Judgment, either
20 directly or indirectly, through any means. Nothing in this paragraph shall be
21 construed to restrict Class Counsel's ability to communicate with Class
22 Members in accordance with Class Counsel's ethical obligations owed to Class
23 Members.

24 12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire
26 agreement between the Parties relating to the Settlement, superseding any and
27 all oral representations, warranties, covenants, or inducements made to or by
28 any Party.

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

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

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

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

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

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

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

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

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

12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the 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 ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

To Plaintiff: Natasha Chesler
 Chesler McCaffrey LLP
 11661 San Vicente Blvd., Ste. 304
 Los Angeles, California 90049

 Jeremy F. Bollinger
 Moss Bollinger LLP
 15300 Ventura Blvd., Ste. 207
 Sherman Oaks, CA 91430

To Defendants: Winston & Strawn LLP
 Jason S. Campbell
 jscampbell@winston.com
 Tristan R. Kirk
 tkirk@winston.com
 333 S. Grand Avenue, 38th Floor
 Los Angeles, California 90071

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

1 12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement
2 the litigation shall be stayed, except to effectuate the terms of this Agreement.
3 The Parties further agree, upon the signing of this Agreement pursuant to CCP
4 section 583.330, to extend the date to bring a case to trial under CCP section
5 583.310 for the entire period of this settlement process.
6

7 **SIGNATURES ON NEXT PAGE**
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendants as of the date(s) set forth below:

Dated: 12/29/2025

DocuSigned by:



KENYA LACEFIELD

Plaintiff and Class Representative

Dated: _____

Defendant Guidehouse Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

CHESLER MCCAFFREY, LLP

By: _____

Natasha Chesler
Marielle Sider
Attorneys for Plaintiff

Dated: _____

MOSS BOLLINGER, LLP

By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff

Dated: _____

WINSTON & STRAWN LLP

By: _____

Jason S. Campbell
Tristan R. Kirk
Attorneys for Defendants

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____

KENYA LACEFIELD
Plaintiff and Class Representative

Dated: December 31, 2025 | 7:40 AM PST

Joshua Dalley
Josh Dalley, Deputy General Counsel - Employment
Defendant Guidehouse Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

CHESLER MCCAFFREY, LLP

By: _____

Natasha Chesler
Marielle Sider
Attorneys for Plaintiff

Dated: _____

MOSS BOLLINGER, LLP

By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff

Dated: December 30, 2025

WINSTON & STRAWN LLP

By: *J. S. Campbell*

Jason S. Campbell
Tristan R. Kirk
Attorneys for Defendants

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____

KENYA LACEFIELD
Plaintiff and Class Representative

Dated: _____

Defendant Guidehouse Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

CHESLER MCCAFFREY, LLP

By: _____

Natasha Chesler
Marielle Sider
Attorneys for Plaintiff

Dated: December 29, 2025

MOSS BOLLINGER, LLP

By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff

Dated: _____

WINSTON & STRAWN LLP

By: _____

Jason S. Campbell
Tristan R. Kirk
Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT

A

1
2 **COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
3 **HEARING DATE FOR FINAL COURT APPROVAL**

4 Kenya Lacefield v. Guidehouse Inc., et al.

5 Los Angeles Superior Court Case No. 24STCV25066

6
7 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
8 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***
9

10 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Guidehouse Inc. (“Guidehouse”) and Lori Westman (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by a former Guidehouse employee, Kenya Lacefield (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees of Guidehouse employed in California as Patient Access Nurses at any time during the Class Period (September 26, 2020 through September 23, 2025) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees of Guidehouse employed in California as Patient Access Nurses during the PAGA Period (September 26, 2023 through September 23, 2025) (“PAGA Group” or “PAGA Members”).

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

24 Based on Guidehouse’s records, and the Parties’ current assumptions, your **Individual Class Payment is estimated to be \$** [REDACTED] **(less withholding) and your Individual PAGA Payment is estimated to be \$** [REDACTED]. 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

1 Guidehouse's records you are not eligible for an Individual PAGA Payment under the Settlement
2 because you didn't work during the PAGA Period.)

3 The above estimates are based on Guidehouse's records showing that **you worked** [REDACTED]
4 **workweeks** during the Class Period, **you worked** [REDACTED] **pay periods** during the PAGA Period, and that
5 **you experienced** [REDACTED] **terminations** at any time between September 26, 2021 and the end of the
6 Class Period. If you believe that you worked more workweeks or pay periods during either period, or
7 that you experienced more terminations, you can submit a challenge by the Response Deadline (as
8 defined below). *See* Section 4 of this Notice.

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

17 If you worked as a Class Member during the Class Period, you have two basic options under
18 the Settlement:

19 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
20 Settlement and be eligible for an Individual Class Payment. If you do nothing, and
21 the Court approves the Settlement, as a Verified Settlement Class Member, though,
22 you will give up your right to assert the Released Class Claims (as defined below)
23 and the Released PAGA Claims (as defined below) against the Released Parties.

24 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
25 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise
26 notifying the Administrator in writing. If you opt-out of the Settlement, you will
27 not receive an Individual Class Payment. You will, however, preserve your right
28 to personally pursue certain wage claims against Guidehouse, and, if you are a

PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

(3) Defendants 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 Verified Settlement Class Member and eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and the Released PAGA Claims against the Released Parties.
You Can Opt-out of the Class 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 Administrator a written Request for Exclusion. Once excluded, you will be a Non-Verified Settlement Class Member and no longer eligible for an Individual Class Payment. Non-Verified Settlement Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Guidehouse must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue the Released PAGA Claims against the Released Parties.
Verified Settlement Class Members Can Object to the Class Settlement.	All Class Members who do not opt-out ("Verified Settlement Class Members") can object to any aspect of the proposed Class 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 Plaintiff who pursued the Action on behalf of the Class Members. You are not personally responsible for any payments to Class Counsel

Written Objections Must be Submitted by <u> </u>	or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Verified Settlement Class Members. <i>See</i> Section 7 of this Notice.
You Can Participate in the <u> </u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u> </u>. 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. Verified Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u> </u>	The amount of your Individual Class Payment and Individual PAGA Payment depends on how many workweeks you worked as a Class Member during the Class Period, how many pay periods you worked as a PAGA Member during the PAGA Period, and the number of terminations you experienced between September 26, 2021 and the end of the Class Period, each of which represent your eligibility for certain alleged claims. The number Class Workweeks and PAGA Pay Periods you worked and terminations you experienced according to Guidehouse's records is stated on the first page of this Notice. If you disagree with any of these numbers, you must challenge it by <u> </u> <u> </u>. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Guidehouse employee. The Action accuses Guidehouse of violating California labor laws by, among other things, failing to provide overtime pay, failing to furnish accurate itemized wage statements, failing to pay all final wages owed, failing to provide written notice of employment-related information, and committing unfair business practices. Plaintiff is represented by the following attorneys in the Action: Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss of

1 Moss Bollinger LLP and Natasha Chesler and Marielle B. Sider of Chesler McCaffrey (“Class
2 Counsel.”)

3 Defendants strongly deny violating any laws or failing to pay any wages as alleged in the
4 Action and contend they complied with all applicable laws at all times.

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

6 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
7 merits.

8 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask
9 the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants
10 have negotiated a proposed Settlement that ends the case by agreement rather than continuing the
11 expensive and time-consuming process of litigation (although the Agreement is subject to the Court’s
12 Final Approval). Both sides agree the proposed Settlement is a compromise of disputed claims. By
13 agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

14 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
15 believe that: (1) Guidehouse has agreed to pay a fair, reasonable and adequate amount considering the
16 strength of the claims and the risks and uncertainties of continued litigation and Defendants’ ability to
17 pay a higher amount; and (2) Settlement is in the best interests of the Class Members and the PAGA
18 Group. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
19 authorized this Notice, and scheduled a hearing to determine Final Approval.

20 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED** 21 **SETTLEMENT?**

22 1. Guidehouse Will Pay One Hundred One Thousand Dollars (\$101,000) as the Gross
23 Settlement Amount (“Gross Settlement”). Guidehouse has agreed to deposit the Gross Settlement into
24 an account controlled by the Administrator of the Settlement. The Administrator will use the Gross
25 Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative
26 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the
27 LWDA PAGA Payment, and the Administration Expenses Payment. The Judgment will be final 60
28

1 days after the date the Court enters Judgment, or a later date if Verified Settlement Class Members
2 object to the proposed Settlement or the Judgment is appealed.

3 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
4 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross
5 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

6 A. Up to \$35,350 (35% of the Gross Settlement) to Class Counsel for attorneys'
7 fees plus reimbursement for their litigation expenses. To date, Class Counsel
8 have worked and incurred expenses on the Action without payment. Class
9 Counsel estimate their litigation expenses to be no more than \$4,000.

10 B. Up to \$5,000 as a Class Representative Service Payment for filing the Action,
11 working with Class Counsel, and representing the Class. A Class
12 Representative Service Payment will be the only monies Plaintiff will receive
13 other than Plaintiff's Individual Class Payment and Individual PAGA Payment
14 (if any).

15 C. Up to \$1,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment
16 and 35% in Individual PAGA Payments to the PAGA Members based on their
17 PAGA Pay Periods.

18 D. Up to \$3,250 to the Administrator for services administering the Settlement.

19 3. Net Settlement Distributed to Class Members. After making the above deductions in
20 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the
21 "Net Settlement") by making Individual Class Payments to Verified Settlement Class Members based
22 on their Workweeks, pay periods, and terminations.

23 4. Taxes Owed on Payments to Verified Settlement Class Members and PAGA Members.
24 Plaintiff and Defendants are asking the Court to approve an allocation of 10% of each Individual Class
25 Payment to taxable wages ("Wage Portion") and 90% to non-economic damages and interest ("Non-
26 Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.
27 Guidehouse will separately pay employer payroll taxes it owes on the Wage Portion. The Individual
28 PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will

1 report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments
2 on IRS 1099 Forms.

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

8 5. Need to Promptly Cash Payment Checks. The front of every check issued for
9 Individual Class Payments and Individual PAGA Payments will show the date when the check expires
10 (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and
11 the monies will be distributed to Bet Tzedek Legal Services for the benefit of the Bet Tzedek
12 Employment Rights Clinic.

13 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
14 Verified Settlement Class Member, participating fully in the Class Settlement, unless you notify the
15 Administrator in writing, not later than _____ (the "Response Deadline"), that you wish to
16 opt-out. The easiest way to notify the Administrator is to send a written and signed Request for
17 Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class
18 Member or his/her representative setting forth a Class Member's name, present address, telephone
19 number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class
20 Members (i.e., Non-Verified Settlement Class Members) will not receive Individual Class Payments
21 but will preserve their rights to personally pursue certain wage and hour claims against Guidehouse.

22 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
23 themselves from the Class Settlement (Non-Verified Settlement Class Members) remain eligible for
24 Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims
25 against the Released Parties.

26 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
27 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment.
28 It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants

1 have agreed that, in either case, the Settlement will be void: Guidehouse will not pay any money and
2 Class Members will not release any claims against Defendants.

3 8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement**
4 **Administrators** (the “Administrator”) to send this Notice, calculate and make payments, and process
5 Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges
6 over Workweeks, PAGA Pay Periods and terminations, mail and re-mail settlement checks and tax
7 forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact
8 information is contained in Section 9 of this Notice.

9 9. Verified Settlement Class Members’ Release. After the Judgment is final and
10 Guidehouse has fully funded the Gross Settlement and separately paid all employer payroll taxes,
11 Verified Settlement Class Members will be legally barred from asserting any of the Released Class
12 Claims or Released PAGA Claims. This means that unless you opted out by validly excluding yourself
13 from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the
14 Released Parties for any of the Released Class Claims or Released PAGA Claims. The “Released
15 Parties” means Guidehouse Inc. and Guidehouse Managed Services LLC and all of their former,
16 present or future parents, subsidiaries, and/or affiliates; each of the foregoing’s present, former, or
17 future owners, directors, officers, shareholders, partners, managing agents, employees, insurers,
18 successors, predecessors, contractors, members/stockholders, representatives, benefit plan fiduciaries,
19 and assigns; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities
20 or individuals; any entities or individuals alleged to be joint employers with Guidehouse Inc. and/or
21 Guidehouse Managed Services LLC; and Lori Westman, and her heirs, executors, administrators and
22 assigns.

23 The Verified Settlement Class Members will be bound by the following release:

24 Each Verified Settlement Class Member on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, shall release the Released Parties from
27 the Released Class Claims (as defined below). The “Released Class Claims”
28 means any and all claims that were asserted in any complaint in the Action
and/or Plaintiff’s letters and communications with the LWDA; and/or any and
all claims that could have been reasonably asserted in any complaint in the
Action or Plaintiff’s letters and communications with the LWDA based on any
of the facts and/or allegations alleged in any complaint in the Action and/or

1 Plaintiff's letters and communications with the LWDA. This release includes,
2 but is not limited to, any and all claims pursuant to: California Labor Code
3 sections 201-204, 206, 206.5, 210, 212-213, 218.5, 218.6, 225.5, 226, 226.3,
4 226.6, 256, 432.5, 510, 511, 558, 558.1, 1450, 1194, 1194.2, 1197, 1197.1,
5 1198, 2810.5, and 2699; California Code of Civil Procedure section 1021.5; the
6 California Industrial Welfare Commission (IWC) Wage Orders; and the
7 California Business & Professions Code. This release also includes, but is not
8 limited to, any and all claims for and/or related to: minimum wages; overtime
9 wages; double time wages; pay for all hours worked; off-the-clock work; shift
10 differential pay; calculation of the regular rate, including for overtime pay and
11 double time pay purposes; overtime/double time pay; timeliness of wages;
12 payment of wages at separation of employment; waiting time penalties;
13 itemized wage statements and/or accuracy of wage statements; recordkeeping;
14 unfair competition; any unpaid wages or compensation related to any or all of
15 the foregoing; any premium payments related to any or all the foregoing;
16 restitution for any or all of the foregoing; any penalties, including statutory and
17 civil penalties, related to any or all of the foregoing; attorneys' fees or costs
18 related to any or all of the foregoing; interest related to any or all of the
19 foregoing; and/or any other damages or amounts related to any or all of the
20 foregoing.

11 10. PAGA Members' Release. Each PAGA Member, irrespective of whether he or she
12 opts out of the class portion of the Settlement, shall release the Released Parties from the Released
13 PAGA Claims (as defined below). The "Released PAGA Claims" means any and all claims for civil
14 penalties under California Labor Code section 2698 et seq. (PAGA) that: were asserted in any
15 complaint in the Action and/or Plaintiff's letters and communications with the LWDA; and/or any
16 and all claims that could have been reasonably asserted in any complaint in the Action or Plaintiff's
17 letters and communications with the LWDA based on any of the facts and/or allegations alleged in
18 any complaint in the Action and/or Plaintiff's letters and communications with the LWDA. This
19 release includes, but is not limited to, any and all claims for PAGA civil penalties premised on:
20 California Labor Code sections 201-204, 206, 206.5, 210, 212-213, 218.5, 218.6, 225.5, 226, 226.3,
21 226.6, 256, 432.5, 510, 511, 558, 558.1, 1450, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 2699;
22 and the California IWC's Wage Orders. This release includes, but is not limited to, claims for PAGA
23 civil penalties premised on: minimum wages; overtime wages; double time wages; pay for all hours
24 worked; off-the-clock work; shift differential pay; calculation of the regular rate, including for
25 overtime pay and double time pay purposes; overtime/double time pay; timeliness of wages;
26 payment of wages at separation of employment; waiting time penalties; itemized wage statements
27 and/or accuracy of wage statements; recordkeeping; any unpaid wages or compensation related to
28

any or all of the foregoing; any premium payments related to any or all the foregoing; and attorneys' fees or costs related to any or all of the foregoing.

A. No PAGA Member may opt out of or be excluded from participating in the settlement of the Released PAGA Claims. All PAGA Members shall be bound by the Judgment and will have released the Released Parties from the Released PAGA Claims if/when the Court grants Final Approval of this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments using the following formula: The Net Settlement Amount will be allocated among Verified Settlement Class Members on a proportional basis based on the number of Workweeks worked during the Class Period and whether the Verified Settlement Class Member experienced a termination during the period from September 26, 2021 to the end of the Class Period. Verified Settlement Class Members shall be allocated one (1) point of credit for each workweek worked within the Class Period, one (1) point of credit for each pay period worked between September 26, 2023 and the end of the Class Period, and five (5) points of credit for each Class Member who experienced a termination at any time between September 26, 2021 and the end the Class Period. One day worked in a given week will be credited as a workweek for the purposes of these calculations. To calculate each Verified Settlement Class Member's proportional share, the Administrator will (i) add all points for all Verified Settlement Class Members to obtain the denominator, (ii) divide the number of points for each Verified Settlement Class Member by the denominator to obtain each Class Member's portion of the Net Settlement Amount, (iii) multiply each Verified Settlement Class Member's portion of the Net Settlement Amount by the Net Settlement Amount to determine each Class Member's estimated Individual Class Payment.

2. Workweek/Pay Period/Termination Challenges. The number of Workweeks and PAGA Pay Periods you worked during the Class Period and/or the PAGA Period, respectively, and the number of terminations you experienced, as recorded in Guidehouse's records, are stated on the first page of this Notice. You have until the Response Deadline to challenge the numbers credited to

you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Guidehouse's calculation of Workweeks, PAGA Pay Periods and terminations based on Guidehouse's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek, PAGA Pay Period and termination challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Verified Settlement Class Members) and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Non-Verified Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Verified Settlement Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Lacefield v. Guidehouse Inc. et al., Los Angeles Superior Court Case No. 24STCV25066**, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself.

1 If someone else makes the request for you, it will not be valid. **The Administrator must be sent**
2 **your request to be excluded by the Response Deadline, or it will be invalid.** Section 9 of the Notice
3 has the Administrator's contact information.

4 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

5 Only Verified Settlement Class Members have the right to object to the Settlement. Before
6 deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court
7 to approve. At least sixteen (16) court days before the **[INSERT DATE OF FINAL APPROVAL**
8 **HEARING]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for
9 Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and
10 (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the
11 amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount
12 Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class
13 Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these
14 documents at no cost to you. You can also view them on the Administrator's Website
15 (url) or the Court's website (url).

16 A Verified Settlement Class Member who disagrees with any aspect of the Agreement, the
17 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative
18 Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the
19 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending**
20 **written objections to the Administrator is the Response Deadline.** Be sure to tell the Administrator
21 what you object to, why you object, and any facts that support your objection. Make sure you identify
22 the Action **Lacefield v. Guidehouse Inc. et al., Los Angeles Superior Court Case No.**
23 **24STCV25066** and include your name, current address, telephone number, and approximate dates of
24 employment for Guidehouse and sign the objection. Section 9 of this Notice has the Administrator's
25 contact information.

26 Alternatively, a Verified Settlement Class Member can object (or personally retain a lawyer to
27 object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be
28

ready to tell the Court what you object to, why you object, and any facts that support your objection.
See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] (time) in Department 12 of the Los Angeles Superior Court, located at 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) 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 Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also call 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 for the Action, Case No. 24STCV25066. 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 CALL THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Jeremy F. Bollinger
Email Address: jeremy@mossbollinger.com
Name of Firm: Moss Bollinger LLP
Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403
Telephone: (310) 982-2984

1 Name of Attorney: Natasha Chesler
2 Email Address: nrc@cmlegal.com
3 Name of Firm: Chesler McCaffrey LLP
4 Mailing Address: 11661 San Vicente Blvd., Ste. 710, Los Angeles, California 90049
5 Telephone: (310) 882-6407

6 Settlement Administrator:

7 Name of Company: **Phoenix Settlement Administrators**

8 Email Address: _____

9 Mailing Address: _____

10 Telephone: _____

11 Fax Number: _____

12 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

13 If you lose or misplace your settlement check before cashing it, the Administrator will
14 replace it as long as you request a replacement before the void date on the face of the original check.
15 If your check is already void, the monies will be distributed to Bet Tzedek Legal Services for the
16 benefit of the Bet Tzedek Employment Rights Clinic.

17 **11. WHAT IF I CHANGE MY ADDRESS?**

18 To receive your check, you should immediately notify the Administrator if you move or
19 otherwise change your mailing address.
20
21
22
23
24
25
26
27
28