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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

REYNALDO GESTRE, ALONZO JACKSON, DAVIEN HALL, KIM BOYKIN, LAMAR GRANT JOHNSON, and EDWARD MATHIS, individually, and on behalf of all others similarly situated, *Plaintiffs,* vs. SUTTER BAY HOSPITALS, a California corporation; and DOES 1 through 10, inclusive, *Defendants.*	Case No. C24-03082 [Assigned to the Hon. Benjamin T. Reyes II, Dept. 16] CLASS AND REPRESENTATIVE ACTION **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Action Filed: November 14, 2024 Trial Date: Not Set

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JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiffs Reynaldo Gestre, Alonzo Jackson, Davien Hall, Kim Boykin, Lamar Grant Johnson, Edward Mathis, and Magret Ellis ("Plaintiffs") and Defendant Sutter Bay Hospitals ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as the "Parties," or each individually as a "Party."

1. DEFINITIONS.

1.1. "Actions" mean the following lawsuits alleging wage-and-hour violations against Defendant: (1) *Reynaldo Gestre, et al. v. Sutter Bay Hospitals*, Contra Costa County Superior Court Case No. C24-03082, initiated on November 14, 2024 ("Gestre Action"); and (2) *Magret Ellis v. Sutter Bay Hospitals, et al.*, Contra Costa County Superior Court Case No. C25-00580, initiated on February 28, 2025 ("Ellis Action"). For purposes of Settlement, the Parties have agreed to consolidate the Actions by adding Plaintiff Ellis and her claims to the Gestre Action.

1.2. "Administrator" means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to the approval of the Court.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with seeking the Preliminary Approval Order.

1.4. "Class" means, for purposes of Settlement, all current and former non-exempt employees employed by Defendant in California at any time during the Class Period.

1.5. "Class Counsel" means Kane Moon, Allen Feghali, H. Scott Leviant, and Sandy Pham of Moon Law Group, PC; Emil Davtyan of D.Law, Inc; and David Lavi, of E & L, LLP.

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

1.7. "Class Data" means Class Member identifying information in Defendant's possession, including each individual's full name, last-known mailing address, telephone number, Social Security Number, and the number of Workweeks and PAGA Pay Periods worked by each Class Member during the relevant periods.

1.8. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA-Eligible Employee).

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 and Representative Action Settlement and Final Approval Hearing, to be mailed by the Administrator to Class Members in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11. "Class Period" means the period from November 21, 2023, through the earlier of ninety (90) days after the June 23, 2026 mediation or the date of Preliminary Approval of the Settlement.

1.12. "Class Representatives" means the named Plaintiffs in the Actions who are seeking the Court's appointment as the Class Representatives.

1.13. "Class Representative Service Payment" means the payment to each of the Plaintiffs, in exchange for a general release, and in recognition of having initiated the Actions, provided services in support thereof, and incurred the risks inherent in the role of named Plaintiffs.

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1.14. "Court" means the Superior Court of the State of California, County of Contra Costa.

1.15. "Defendant" means Sutter Bay Hospitals, the named Defendant in the Actions.

1.16. "Defense Counsel" means Thomas E. Geidt, Teresa W. Ghali, Tuyet T. Lu, and Emilie Ho of GBG LLP.

1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

1.19. "Final Approval Hearing" means the Court's Hearing on Plaintiffs' Motion for Final Approval of the Settlement.

1.20. "Gross Settlement Amount" means $5,255,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, subject to any increase under the escalator clause in Section 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay the employer's share of payroll taxes owed on the Wage Portion of the Individual Class Payments.

1.21. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she

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worked during the Class Period.

1.22. "Individual PAGA Payment" means a PAGA-Eligible Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.23. "Judgment" means the Judgment entered by the Court based upon the Final Approval Order.

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

1.25. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA.

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

1.27. "Non-Participating Class Member" means a Class Member who requests to be excluded from the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28. "Operative Complaint" means the Third Amended Class and Representative Action Complaint to be filed in the Gestre Action to effectuate this Settlement, adding Plaintiff Ellis and her claims and adding claims for civil penalties under PAGA on behalf of Plaintiffs Johnson and Mathis.

1.29. "PAGA" means the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

1.30. "PAGA-Eligible Employees" means all current and former non-exempt employees who are members of the Class and who were employed by Defendant in non-exempt positions in California at any time during the PAGA Period.

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1.31. "PAGA Notices" mean the notices of alleged Labor Code violations submitted to the LWDA and served on Defendant pursuant to Labor Code section 2699.3(a) between November 9, 2024 to May 7, 2026, including Reynaldo Gestre, Alonzo Jackson, Davien Hall, Kim Boykin, Lamar Grant Johnson, and Edward Mathis's fifth amended PAGA notice dated May 7, 2026, and Magret Ellis' PAGA notice dated February 27, 2025.

1.32. "PAGA Pay Period" means any pay period during which a PAGA-Eligible Employee worked for Defendant in California for at least one day during the PAGA Period.

1.33. "PAGA Penalties" means $500,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to the PAGA-Eligible Employees ($175,000.00) and sixty-five percent (65%) to the LWDA ($325,000.00).

1.34. "PAGA Period" means the period from November 21, 2023, through the Class Period end date.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.36. "Plaintiffs" mean Reynaldo Gestre, Alonzo Jackson, Davien Hall, Kim Boykin, Lamar Grant Johnson, Edward Mathis, and Magret Ellis, the named Plaintiffs in the Actions.

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

1.38. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.

1.39. "Released Class Claims" means the claims being released as described in Section 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Section 5.3 below.

1.41. "Released Parties" means Defendant Sutter Bay Hospitals, and any of its former and

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present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, successors, assigns, and legal representatives.

1.42. "Request for Exclusion" means a Class Member's written request to be excluded from the Class Settlement. Class Members and PAGA-Eligible Employees cannot request exclusion from the PAGA portion of the Settlement.

1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email, fax, or postmark any (a) Request for Exclusion, (b) written Objection, or (c) Challenge to the Calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom the Class Notice is re-mailed after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.44. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment. "Class Settlement" means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. "PAGA Settlement" means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

1.45. "Workweek" means any week during which a Class Member worked for Defendant in California at least one day during the Class Period.

2. RECITALS.

2.1. On November 14, 2024, Plaintiff Gestre initiated the Gestre Action against Defendant, entitled *Reynaldo Gestre v. Sutter Bay Hospitals*, Contra Costa County Superior Court Case No. C24-03082. On February 28, 2025, Plaintiff Ellis initiated the Ellis Action against Defendant, entitled *Magret Ellis v. Sutter Bay Hospitals, et al.*, Contra Costa County Superior Court Case No. C25-00580. For purposes of Settlement, the Parties have agreed to resolve the Actions globally by adding Plaintiff Ellis and her claims to

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the Gestre Action through the filing of the Operative Complaint.

2.2. On November 14, 2024, Plaintiff Gestre filed the original Complaint in the Gestre Action, alleging causes of action for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices. On January 30, 2025, Plaintiff Gestre filed a First Amended Complaint adding a cause of action for civil penalties under PAGA. On April 18, 2025, Defendant answered the First Amended Complaint and denied its material allegations.

2.3. Pursuant to California Labor Code section 2699.3(a), Plaintiffs gave timely written notice to Defendant and the LWDA of the alleged Labor Code violations at issue in the Actions via Plaintiffs' respective PAGA Notices.

2.4. On June 16, 2026, Plaintiff Gestre filed a Second Amended Complaint adding Plaintiffs Jackson, Hall, Boykin, Johnson, and Mathis as additional plaintiffs and class representatives, and adding claims for civil penalties under PAGA on behalf of Plaintiffs Jackson, Hall, and Boykin.

2.5. The Operative Complaint alleges the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

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2.6. On June 23, 2026, the Parties participated in a private mediation with Tripper Ortman, Esq., an experienced and neutral wage-and-hour class and representative action mediator. The Parties subsequently reached an agreement for a global resolution of the Actions, which was memorialized in a Memorandum of Understanding and is further memorialized in this Agreement.

2.7. For mediation, Plaintiffs obtained from Defendant, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Actions, including Defendant's wage-and-hour policies and practices in effect during the Class Period and time and pay data for members of the Class. Based on their own independent investigation and evaluation, Plaintiffs and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate, and in the best interest of the Class and the LWDA, considering all known facts and circumstances, including the risk of significant delay, the risk that Class claims may not be certified based on the defenses asserted by Defendant, and numerous potential appellate issues. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130.

2.8. To date, the Court has not granted class certification.

2.9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Actions. Defendant further denies that, for any purpose other than settling the Actions, the Actions are appropriate for class or representative treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the applicable Wage Orders of the Industrial Welfare Commission, and the California Business and Professions Code, and that it has not engaged in any unlawful or unfair business practices.

2.10. Defendant is aware of one, later-filed PAGA matter, *Sydel Wilson v. Sutter Bay Hospitals* (Sacramento County Superior Court) that may be impacted by this settlement.

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3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, and except as otherwise provided by Section 8 below, Defendant agrees to pay $5,255,000.00, and no more, as the Gross Settlement Amount, and will separately pay the employer's share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: A Class Representative Service Payment of not more than $15,000.00 to Plaintiff Gestre, $15,000.00 to Plaintiff Ellis, and $7,500.00 to each of Plaintiffs Jackson, Hall, Boykin, Johnson, and Mathis, for an aggregate total of not more than $67,500.00 (in addition to any Individual Class Payment and Individual PAGA Payment each Plaintiff is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion supporting the Class Representative Service Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves Class Representative Service Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on their Class

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Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33 1/3%) of the Gross Settlement Amount, currently estimated to be $1,751,666.66, and a Class Counsel Litigation Expenses Payment for reasonable litigation expenses incurred to prosecute the Actions not to exceed $60,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim related to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment in the amount of $77,750.00, the Administrator's bid as approved by the Court, except for a showing of good cause and as approved by the Court. To the extent the actual administration expenses are less, or the Court approves payment less than the requested amount, the Administrator will allocate the remainder to the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and PAGA-Eligible Employees: PAGA Penalties in the total amount of $500,000.00 to be paid from the Gross Settlement Amount, allocated as sixty-five percent (65%) ($325,000.00) to the LWDA through the LWDA PAGA Payment and thirty-five percent (35%) ($175,000.00) to the PAGA-Eligible Employees through Individual PAGA Payments.

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3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA-Eligible Employees' thirty-five percent (35%) share of PAGA Penalties ($175,000.00) by the total number of PAGA Pay Periods worked by all PAGA-Eligible Employees during the PAGA Period and (b) multiplying the result by each PAGA-Eligible Employee's PAGA Pay Periods. Individual PAGA Payments will be treated as one hundred percent (100%) penalties for tax purposes. PAGA-Eligible Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates that there are approximately 21,648 Class Members who collectively worked a total of 1,825,090 Workweeks and 968,376 PAGA Pay Periods through June 23, 2026,

4.2. Class Data. No later than thirty (30) calendar days after entry of the Court's Preliminary Approval Order, and to the extent practicable, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under the Settlement. The Administrator will retain the Class Data and will not share it with Class

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Counsel, except as otherwise permitted herein. If Defendant discovers that the Class Data is incorrect or incomplete, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective 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. Settlement Funding. Within thirty (30) calendar days after the Settlement becomes Final, Defendant will fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into the Qualified Settlement Fund established and maintained by the Administrator.

4.4. Payments from the Gross Settlement Amount. No later than fifteen (15) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments. Before making any distributions, the Administrator will send counsel for the Parties, for their approval, a final set of the calculations it has prepared for distribution to the members of the Class.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. The face of each check shall prominently state the date the check will be voided, which shall be no less than one hundred eighty (180) days after the date of mailing (the "Void Date"). The Administrator will send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all

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PAGA-Eligible Employees, including Non-Participating Class Members who qualify as PAGA-Eligible Employees, including those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members who are also PAGA-Eligible Employees a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a forwarding address. No later than seven (7) calendar days after receiving a returned check, the Administrator must re-mail checks to the forwarding address provided or, if none was provided, to an updated address ascertained through the Class Member Address Search. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the Void Date.

4.4.3. For any Class Member whose Individual Class Payment check or any PAGA-Eligible Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the employees, thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure section 384(b) and the orders of the Court. If, instead, the Court should order the Parties to transmit the funds to a *cy pres* recipient as a condition of approval of the Settlement, the Parties shall meet and confer to agree upon an appropriate *cy pres* recipient.

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4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS.

5.1. Plaintiffs' General Release. Plaintiffs Reynaldo Gestre, Magret Ellis, Lamar Grant Johnson, and Edward Mathis will release any and all claims, whether known or unknown, that they have or may have against the Released Parties related to or arising from their employment with Defendant ("Plaintiffs' General Release"). Plaintiffs acknowledge that they may discover facts and/or law different from, or in addition to, the facts and/or law that they now know or believe to be true, but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different or additional facts and/or law or Plaintiffs' discovery of them. Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiffs sign this Agreement. Plaintiffs Alonzo Jackson, Davien Hall, and Kim Boykin will execute general releases of all known and unknown claims as set forth in separate, individual settlement agreements, the existence of which will be disclosed to the Court in connection with Preliminary Approval of the Settlement.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code

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section 1542, which reads:

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

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint, including, without limitation: (a) failure to pay lawful wages, including minimum, straight time, and overtime wages, including claims that Class Members were required to work off the clock and without pay and were not paid overtime at the correct regular rate of pay, and for reasons relating to Defendant's policy of rounding clock-in and clock-out times, COVID-19 screening, and security or bag checks; (b) failure to provide compliant meal periods and to authorize and permit compliant rest periods, and failure to pay premium wages for missed, late, short, interrupted, or noncompliant meal and rest periods; (c) failure to properly implement and compensate employees under an alternative workweek schedule; (d) failure to pay reporting time pay; (e) failure to pay callback compensation; (f) failure to timely pay wages and failure to pay all compensation due upon or after termination of employment under Labor Code sections 201-203, including but not limited to claims of unpaid vacation or PTO pay; (g) knowing and intentional failure to comply with the itemized wage statement provisions of Labor Code section 226, and derivative violations of the foregoing; (h) failure to indemnify necessary business expenses under Labor Code section 2802; (i) violation of the Unfair Competition Law, Business and Professions Code sections 17200, *et seq.*; and (j) any

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and all claims for attorneys' fees and costs (collectively, the "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. Plaintiffs, the LWDA, and all PAGA-Eligible Employees, regardless of whether they choose to exclude themselves from the Class Settlement, are deemed to release the Released Parties from any and all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, in the PAGA Notices to the LWDA and in the Operative Complaint, based on any of the underlying claims and factual allegations described in Section 5.2 above (collectively, the "Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

5.4. Date Releases Become Effective. The released claims described in Sections 5.1 through 5.3 above shall become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiffs' Responsibilities. Promptly after this Agreement is fully executed, the Parties will jointly move the Court for Preliminary Approval of the Settlement. Plaintiffs will prepare, and deliver to Defense Counsel for review, and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk v. Ford Motor Co.* and *Kullar v. Foot Locker Retail, Inc.* and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the

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Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve as the Class Representatives, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members and to the timely transmission to the LWDA of all necessary PAGA documents (the PAGA Notices [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]); and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator. Upon filing the motion for preliminary approval, Class Counsel will also timely file the necessary notification of the Settlement to the LWDA.

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

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7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties will jointly select the Administrator, subject to the approval of the Court, and will verify that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.* The Administrator shall administer the QSF as such and shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted by law.

7.4. Notice to Class Members.

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

7.4.2. No later than twenty (20) calendar days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice in a form substantially similar to the draft attached as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and

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PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadlines for submitting Requests for Exclusion, written Objections, and Challenges to the Calculation of Workweeks and/or PAGA Pay Periods shall be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice. The Administrator shall inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the Response Deadline,

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whichever date is later.

7.5. Requests for Exclusion.

7.5.1. Class Members who wish to exclude themselves from the Class Settlement may do so by sending the Administrator a Request for Exclusion that reasonably communicates the Class Member's desire to opt out of the Settlement and includes the Class Member's full name, current mailing address, telephone number, and signature. To be timely, a Request for Exclusion must be emailed, faxed, or mailed, and transmitted or postmarked by the Response Deadline. If sent by mail, the postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted.

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

7.5.3. Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and shall not be entitled to an Individual Class Payment or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are PAGA-Eligible Employees are subject to and bound by the Released PAGA Claims identified in Section 5.3 above and shall receive an Individual PAGA Payment.

7.6. Defendant's Right to Withdraw. If the number of valid and timely Requests for Exclusion equals or exceeds five percent (5%) of the total number of Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If

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Defendant elects to withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendant will remain responsible for paying all settlement administration expenses incurred to that point. Defendant must notify Class Counsel of its election to withdraw no later than fourteen (14) calendar days after the Administrator notifies the Parties of the number of valid Requests for Exclusion, which the Administrator will do within fourteen (14) calendar days after the Response Deadline.

7.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have the opportunity to challenge the number of Workweeks and/or PAGA Pay Periods allocated to that Class Member as reported in the Class Notice by communicating with the Administrator. Any challenge must be emailed, faxed, or mailed, and transmitted or postmarked by the Response Deadline. 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 and/or PAGA Pay Periods reported in the Class Notice are correct so long as they are consistent with the Class Data, which shall be given a rebuttable presumption of correctness. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges, and its determinations regarding them, to Defense Counsel and Class Counsel.

7.8. Objections to Settlement.

7.8.1. Participating Class Members may object to the Class Settlement, including, without limitation, contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.

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7.8.2. Participating Class Members may object by sending the Administrator a written Objection that reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, telephone number, and signature, together with the factual and legal bases for the Objection. The written Objection should be emailed, faxed, or mailed, and transmitted or postmarked by the Response Deadline. In the alternative and/or in addition to submitting a written Objection, Participating Class Members may appear, either personally or through an attorney, to present verbal objections at the Final Approval Hearing. It is not required that an objecting party file or state a notice of intention to appear at the Final Approval Hearing in order for a written Objection to be considered. In the event any class member notifies the Settlement Administrator or counsel for either party of an objection after the Response Deadline but before the Final Approval Hearing, whether verbally or in writing, the Settlement Administrator or notified party will immediately transmit the objection to counsel for both Parties.

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

7.9. 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.

7.9.1. Website, Toll-Free Number, and Email. The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries and will use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and how to obtain copies of the Settlement, the motion for preliminary approval, the Preliminary Approval Order, the Class Notice, the motion for final approval, and the Final Approval Order and Judgment.

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7.9.2. Requests for Exclusion, Exclusion List, and Objections. The Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections to ascertain their validity and timeliness. No later than five (5) business days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing the names of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List") or written Objections, the names of Class Members who have submitted invalid or untimely Requests for Exclusion or written Objections, and copies of all Requests for Exclusion and written Objections submitted.

7.9.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed, re-mailed, or returned undelivered; Requests for Exclusion received; written Objections received; Challenges to the Calculation of Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion, written Objections, and challenges.

7.9.4. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, its attempts to locate Class Members, the total number of Requests for Exclusion received (valid or invalid), the total number of Objections received (valid or invalid), the total number of Participating Class Members and Workweeks, the total number of

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PAGA-Eligible Employees and PAGA Pay Periods, and the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.9.5. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and 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 SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Gross Settlement Amount was negotiated based on Defendant's estimate that, as of June 23, 2026, there were approximately 21,648 Class Members who collectively worked a total of 1,825,090 Workweeks during the Class Period. If the actual number of Workweeks exceeds 1,825,090 by more than ten percent (10%) (*i.e.*, that there were more than 2,007,599 Workweeks during the Class Period), then Defendant agrees that the Class Period and the PAGA Period shall cut off as of the date the number of Workweeks worked by Class Members reaches 2,007,599 Workweeks, which will become the new Class Period End Date. Defendant agrees to use its best efforts to complete its review and analysis of the updated Class Data by at least 16 days before the anticipated hearing date on Plaintiffs' Motion for Preliminary Approval, and, at the same time, to inform Class Counsel whether or not this 10% escalator provision has been triggered and, if so, by what date the Workweek count reached the 10% threshold, necessitating a change to the Class Period End Date.

9. MOTION FOR FINAL APPROVAL.

9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared

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Final Approval Hearing, Plaintiffs will file a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. Plaintiffs shall provide drafts of these documents to Defense Counsel for review and comment before filing. 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. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and the LWDA.

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

9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court conditions approval on any material change to the Settlement, the Parties agree to expeditiously work together, and in good faith, to modify the terms of the Settlement and/or otherwise address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Court will retain continuing jurisdiction over the Parties, the Actions, this Agreement, and the Settlement, including following any entry of Judgment, for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise.

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9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement waive all rights to appeal from the Final Approval Order and Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals; provided, however, that Class Counsel may appeal any reduction in the attorneys' fee award. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

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

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

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10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions, the Operative Complaint, or the PAGA Notices have merit, or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's affirmative defenses in the Actions have any 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 and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's affirmative defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

10.2. No Press Releases or Solicitation. The Parties and their respective counsel agree that they will not issue any press releases or initiate any contact with the media about the Actions and/or the fact, amount, or terms of the Settlement. If counsel receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by stating "no comment" or words to that effect. The Parties and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with any ethical and fiduciary obligations owed to Class Members.

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10.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the alleged class and PAGA claims in the Actions, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

10.5. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental 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 the mediator and/or the Court for resolution.

10.6. 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 Parties in this Settlement.

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

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10.8. No Credit Toward Benefit Plans. Neither the terms of this Settlement nor any of the amounts paid to Plaintiffs or any Class Members under the Settlement shall have any effect on the eligibility or calculation of any employee fringe benefits under Defendant's profit-sharing plans, pension plans, 401(k) plans, bonus plans, or any other company-sponsored plans or benefits.

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

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

10.11. Applicable Law. The Parties agree that this Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

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

10.14. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to the Actions and the Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation

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to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

10.16. Calendar Days. Unless otherwise noted, all references 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 legal court holiday, such date or deadline shall be on the first business day thereafter.

10.17. Severability. The Parties agree that if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement, and the legality of the Settlement and the remaining provisions will not be affected by such a finding. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable law.

10.18. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of the claims raised in the Actions based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (*e.g.*, DocuSign, Adobe) for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them

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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.

10.20. Stay of Litigation. The Parties agree to stay the Actions upon execution of this Agreement, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

AGREED AND UNDERSTOOD BY:

Plaintiffs & Class Representatives:

Dated: 10/13/2026 By: Signed by: Reynaldo Gestre F61A5DED85A8415...
Reynaldo Gestre

Dated: 10/5/2026 By: Signed by: ALONZO JACKSON F47D4301F1C2450...
Alonzo Jackson

Dated: 10/5/2026 By: Signed by: 86350CF6A99A4D7...
Davien Hall

Dated: 10/6/2026 By: DocuSigned by: Kim Boykin A3DFB634976E450...
Kim Boykin

Dated: 10/5/2026 By: Signed by: 38874A85930E4E4...
Lamar Grant Johnson

Dated: 10/5/2026 By: Signed by: C350605072254AA...
Edward Mathis

Dated: 10/14/2026 By: Signed by: Magret Ellis 008B1EA87E3C437...
Magret Ellis

Defendant:

Dated: 10/02/2026

SUTTER BAY HOSPITALS

By: Jonathan Ma (Oct 2, 2026 14:23:11 PDT)
Name: Jonathan Ma
Title: EVP, Chief Financial Officer and Treasurer, Sutter Health

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APPROVED AS TO FORM AND CONTENT:

Plaintiffs' Counsel:

Dated: 10/13/2026

MOON LAW GROUP, PC

By: _____

Kane Moon
Allen Feghali
H. Scott Leviant
Sandy Pham

Dated: 10/13/2026

D.LAW, INC.

By: _____

Emil Davtyan

Attorneys for Plaintiffs Reynaldo Gestre, Alonzo Jackson, Davien Hall, Kim Boykin, Lamar Grant Johnson, and Edward Mathis

Dated: 10/14/2026

E&L, LLP

By: Signed by: David Lavi Esq. 86C1FAEB08364FF...

David Lavi

Attorneys for Plaintiff Magret Ellis

Defendant's Counsel:

Dated: October 5, 2026

GBG LLP

By: _____

Thomas E. Geidt
Teresa W. Ghali
Tuyet T. Lu
Emilie Ho

Attorneys for Defendant Sutter Bay Hospitals