

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

LORETO FRANCO, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

PRECISION ONE MEDICAL, INC. a
California corporation, HENRY SCHEIN,
INC., a Delaware corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. 25CU001235N

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

This Joint Stipulation of Class Action and PAGA Settlement and Release is entered into between Defendants Precision One Medical, Inc. (“Precision One”) and Henry Schein, Inc. (together, “Defendants”) and Plaintiffs Loreto Franco and Lequicia Wilson (together, “Named Plaintiffs”) in the Action (as defined below).

DEFINITIONS

1. Action. The “Action” means the class action complaint and charges, including the lawsuit entitled, *Loreto Franco v. Precision One Medical, Inc. and Henry Schein, Inc.*, San Diego County Superior Court Case No. 25CU001235N.

2. Agreement. “Agreement” shall refer to the instant Joint Stipulation of Class Action and PAGA Settlement and Release. “Settlement” shall generally refer to the resolution of the matter as embodied in the “Agreement.”

3. Class Counsel. “Class Counsel” means Koul Law Firm, APC, and/or any successor(s) thereof.

4. Class Members, the Class, Settlement Class and Settlement Class Members. “Class Members” or “the Class” means all current and former hourly, non-exempt employees of Precision One Medical, Inc. who were employed by Precision One Medical, Inc. in California at any time during the Class Period. The “Settlement Class” or “Settlement Class Members” means all Class Members other than those who opt-out (see Paragraphs 21 and 56.d).

5. Class Notice. “Class Notice” means the document mutually agreed upon by the Parties and approved by the Court to be sent to the Class in English and Spanish following preliminary approval that includes the scope of release language for Settled Claims, notifies Class Members of the Settlement, explains the Settlement and Class Members’ options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods of Class Member’s estimated settlement payment calculations, substantially in the form attached hereto as “**Exhibit A**”.

6. Class Period. “Class Period” means the period of time beginning on January 7, 2021, through preliminary approval of this class action settlement, subject to the settlement cap provision in Paragraph 50g.

7. Complaint. “Complaint” means the lawsuit entitled, *Loreto Franco v. Precision One Medical, Inc. and Henry Schein, Inc.*, San Diego County Superior Court Case No. 25CU001235N, filed with the San Diego County Superior Court on or around January 7, 2025, including any amendments such as those required by paragraph 45.

8. The Court. The “Court” refers to the San Diego County Superior Court or other court or courts that will approve the Settlement, whether individually or together.

9. Day. “Day” or “Days” refers to a calendar day(s) unless otherwise stated. If any designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next business day.

10. Defendants. “Defendants” means Precision One Medical, Inc. and Henry Schein, Inc. Precision One Medical, Inc. shall singly be referred to as Precision One Medical, Inc. or “Precision One.”

11. Effective Date. “Effective Date” means the first business day following the last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly intervenes, files a timely motion to vacate the Final Judgment, or objects or otherwise challenges the Settlement, then sixty-one (61) days after the date the Court enters an Order Granting Final Approval of the Settlement and Final Judgment; or (ii) if a Class Member and/or PAGA Member timely intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the Settlement, and files a timely appeal or other challenge, then five (5) Days after the Court receives the mandate reflecting the final resolution of that appeal or challenge (including any requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval of the Settlement in its entirety without modification, with no further challenge to the Settlement being possible. Defendants, or any of them, shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule explained in Paragraph 60 of this Agreement. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be returned if the Agreement is not finally and completely approved in all respects.

12. Exclusion Period. The “Exclusion Period” means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. Mail and ending forty-five (45) Days later on the deadline to submit an Opt-Out Request or Objection. Class Members to whom the Class Notice are remailed after having been returned undeliverable to the Administrator shall have an additional fifteen (15) Days beyond the Exclusion Period that has expired.

13. Final Judgment. “Final Judgment” means the Court’s order granting final approval of the Settlement, substantially similar to the draft in **Exhibit C**, with any Court required modifications. The Final Judgment will constitute a binding and final resolution of any and all claims by the Named Plaintiffs and all Settlement Class Members as to all Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

14. Final Settlement Approval Hearing or “Fairness Hearing”. “Final Settlement Approval Hearing” or “Fairness Hearing” means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter an order barring, through collateral estoppel and/or res judicata, Settlement Class Members from asserting Settled Claims against Released Parties and all PAGA Members from pursuing Settled PAGA Claims against Released Parties.

15. Funding Payments. “Funding Payments” means the payment(s) remitted to the Settlement Administrator (“SA”) by or on behalf of Defendants, or any of them, following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendants in an amount equal to the GSA, with any adjustments pursuant to paragraph 50g, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the Named Plaintiffs’ enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the payment to the Labor & Workforce Development Agency (or “LWDA”), other than employer-side payroll taxes and minus any amounts already paid under the Agreement.

16. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA” means a fixed total payment of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), payable by Defendants, or any of them, under this Agreement, which shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the Named Plaintiffs’ enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the PAGA payment, including the payment to the LWDA, other than additional employer-side payroll taxes which shall be paid by Defendants or any of them as stated in this Agreement. Except as set forth herein, the GSA may only be increased if the Escalator Provision set forth below is invoked and only by the terms of the Escalator Provision.

17. Last Known Address. “Last Known Address” means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendants’ records.

18. Named Plaintiffs. “Named Plaintiffs” means Loreto Franco and Lequicia Wilson.

19. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 50a through 50e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiffs, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

20. Objection. “Objection” means a written request, which a Class Member may submit no later than the last Day of the Exclusion Period and in the form specified in Paragraph 56 in order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court, at the Final Settlement Approval Hearing to object.

21. Opt-Out Request. “Opt-Out Request” must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) contain the last four numbers of the Class Member’s social security number or the employee number or dates of employment or provide a similar basis to identify the individual; (3) be signed by the Class Member; (4) be

postmarked or fax stamped within the Exclusion Period [45 Days after mailing date, or an additional 15 Days beyond the original 45 Days if the Class Notice was remailed] and returned to the Settlement Administrator at the specified address or fax number. (See Paragraph 56.d.) A Class Member who opts-out and otherwise qualifies as a PAGA Member will remain a PAGA Member despite opting out of the Class Settlement.

22. Order of Final Approval or Order Granting Final Approval of Settlement. “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval” means the order finally approving the Settlement and issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiffs together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

23. PAGA Period. “PAGA Period” means the period of time beginning on December 6, 2023, through the end of the Class Period, subject to the settlement cap provision in Paragraph 50g.

24. PAGA Members. “PAGA Members” means all current and former hourly, non-exempt employees of Precision One Medical, Inc. who were employed by Precision One Medical, Inc. in California at any time during the PAGA Period.

25. PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount, \$50,000.00 shall be paid for the PAGA claims. “PAGA Allocation” means the \$17,500.00 amount remaining from the \$50,000.00 after subtracting the \$32,500.00 allocated to the LWDA, as described more fully below in Paragraph 50(e). “PAGA Payment” means the amount from the PAGA Allocation to be distributed on a pro rata workweeks basis to all PAGA Members, as more fully described below in Paragraph 50(e). regardless of whether or not they are Class Members, all of which is allocated to civil penalties.

26. PAGA Workweeks Worked. “PAGA Workweeks Worked” means the number of workweeks credited to a PAGA Member during the PAGA Period wherein a PAGA Member worked some time for Precision One, as determined by Precision One’s records.

27. Parties. “Parties” means Named Plaintiffs, individually on behalf of themselves and on behalf of all Class Members, PAGA Members and interests of the LWDA, and Defendants.

28. Preliminary Approval Order. “Preliminary Approval Order” is the order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties’ Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class, substantially in the form attached hereto as “**Exhibit B**”.

29. Released Parties. “Released Parties” means Defendants and their respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective directors, officers, shareholders, owners, members, employees, partners, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

30. Settlement Administrator. “Settlement Administrator” or “SA” means ILYM Group, Inc., or such other neutral administrator as chosen by the Parties and approved by the Court (see Paragraph 54a).

31. Settled Claims. “Settled Claims” means all causes of action that are included in the operative Complaint, or that could have been included based on the facts, claims, allegations and assertions in the operative Complaint, and specifically includes the following:

(a) Failure to Pay Wages Including Overtime Wages (Cal. Lab. Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, and 1198 and Wage Orders);

(b) Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§ 204, 210);

(c) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199);

(d) Failure to Provide Meal Breaks or Premiums (Cal. Lab. Code §§ 226 (a), 226.7, 512, 558, and 1198 and Wage Orders);

(e) Failure to Provide Rest Breaks or Premiums (Cal. Lab. Code §§ 226, 226.7, 512, 558, and 1198 and Wage Orders);

(f) Paystub and Record Keeping Violations (Cal. Lab. Code §§ 226 and 1174);

(g) Reimbursement of Business Expenses (Cal. Lab. Code §2802), and

(h) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

“Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, civil and statutory penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers, and based on the doctrines of res judicata and/or collateral estoppel bars, as a matter of law, each and every Class Member from asserting any Settled Claims, as defined and limited by this Agreement, except for Class Members who have timely opted out of the Settlement.

Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Parties hereby agree to a release by Named Plaintiffs of all claims which were or could have been asserted in Named Plaintiffs’ Complaint in this Action. Named Plaintiffs agree not to object to or seek exclusion from the settlement and further agree to not appeal any orders preliminarily or finally approving the settlement.

32. Settled PAGA Claims. “Settled PAGA Claims” means all claims for PAGA penalties that were alleged in the operative Complaint and PAGA Notice, or could have been alleged based on the facts, claims, allegations, or assertions in the operative Complaint and PAGA Notice, and, specifically includes Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders, and the following claims: (a) Failure to Pay Wages Including Overtime Wages (Cal. Lab. Code §§ 200-203, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, and 1198-1199 and Wage Orders); (b) Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§ 204, 210); (c) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199); (d) Failure to Provide Meal Breaks (Cal. Lab. Code §§

226 (a), 226.7, 512, 558, and 1198 and Wage Orders); (e) Failure to Provide Rest Breaks (Cal. Lab. Code §§ 226, 226.7, 512, 558, and 1198); (f) Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Lab. Code §1198 and Wage Order); (g) Paystub and Record Keeping Violations (Cal. Lab. Code §§ 226 and 1174); and (g) Unreimbursed Business Expenses (Cal. Bus. & Prof. Code §2802.). “Settled PAGA Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for civil penalties, attorneys’ fees, costs, and declaratory relief. The Final Judgment shall expressly provide that it covers, and based on the doctrines of res judicata and/or collateral estoppel bars, Named Plaintiffs, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, from prosecuting “Settled PAGA Claims” that arose during the PAGA Period.

33. Settlement Class/Settlement Class Member(s). “Settlement Class” or “Settlement Class Member” means all Class Members other than those who have timely and validly submitted Opt-Out Requests and thereby excluded themselves from releasing Settled Claims from the Settlement.

34. Settlement Payment. “Settlement Payment” means a payment pursuant to a Settlement Class Member’s pro rata allocation of the NSA as specified in Paragraph 50.

35. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution Deadline” means a date that is twenty-one (21) Days after the Funding Payment has been made by Defendants or any of them to the SA based on the schedule explained in Paragraph 60 of this Agreement.

36. Updated Address. “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the SA or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

37. Workweek Rate. “Workweek Rate” for the Settled Claims means the amount yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked credited to all Settlement Class Members during the Class Period. Each Settlement Class Member’s settlement payment is equal to his or her individual Workweeks Worked during the

Class Period and multiplied by the Workweek Rate. Therefore, the amount of each Settlement Class Member's individual Settlement Payment is tied to the number of Workweeks Worked that each Settlement Class Member worked for defendant Precision One in the State of California in comparison to all Workweeks Worked by all Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled PAGA Claims, "Workweek Rate" means the amount yielded from dividing the PAGA Allocation by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Period.

38. Workweeks Worked. A "Workweek Worked" means the number of weeks worked by a Settlement Class Member during the Class Period or PAGA Member during the PAGA Period (for the Settled PAGA Claims), as determined or estimated by Precision One's records and as only subject to revision pursuant to this Agreement.

RECITALS

39. On January 7, 2025, Plaintiff Franco filed a Class & Representative Action Complaint against Defendants, alleging seven causes of action for: (1) Failure to Pay Wages Including Overtime Wages (Cal. Lab. Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, and 1198); (2) Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§ 204, 210); (3) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199); (4) Failure to Provide Meal Breaks and pay premiums (Cal. Lab. Code §§ 226 (a), 226.7, 512, 558, and 1198); (5) Failure to Provide Rest Breaks and pay premiums (Cal. Lab. Code §§ 226, 226.7, 512, 558, and 1198); (6) Paystub and Record Keeping Violations (Cal. Lab. Code §§ 226 and 1174); and (7) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). On March 12, 2025, Plaintiff Franco filed a First Amended Class & Representative Action Complaint against Defendants, adding a cause of action under Private Attorney General Act (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA"). On December 6, 2024, Plaintiff Loreto Franco submitted a PAGA Notice incase number 25CU001235N, alleging the same causes of action as the Complaint as well as a claim for Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Lab. Code §1198 and Wage Order) against Precision One. On January 6, 2025, Plaintiff Loreto Franco submitted an Amended PAGA

Notice alleging the same claims as the December 6, 2024, Notice and naming Henry Schein, Inc. as an “additional employer.” In connection with this settlement, Plaintiff Franco will file a Second Amended PAGA Notice alleging a claim for Unreimbursed Business Expenses (Cal. Bus. & Prof. Code §2802.), and a Second Amended Complaint as detailed in Paragraph 45.

40. Defendants filed an answer to the First Amended Class & Representative Action Complaint and denied all allegations and claims asserted therein. Defendants deny that they engaged in any misconduct in connection with their wage-and-hour practices and that they have any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendants contend that they have complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiffs and the Class and PAGA Members.

41. Defendants and Class Counsel, on behalf of Named Plaintiffs and the Class Members and aggrieved employees, attended mediation with Deborah Crandall Saxe on August 19, 2025. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

42. Class Counsel is of the opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof necessary to establish liability, defenses asserted to the merits, including but not limited to the affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any Settled Claims and Settled PAGA Claims, including class certification, the difficulties in establishing damages and penalties, and the numerous potential appellate issues. While Defendants specifically deny any liability or wrongdoing in the Action, Defendants have agreed to enter into

this Settlement to avoid the cost and business disruption associated with defending the Action. Defendants have claimed and continue to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class Members and PAGA Members and interests of the state of California, including the LWDA) and Defendants, each with the assistance of its respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise and discharge the Settled Claims and Settled PAGA Claims against the Released Parties, subject to the terms and conditions set forth herein.

43. Because the Complaint is pled as a class action, this Settlement must receive preliminary and Final Approval by the Court. Settlement of the cause of action under the PAGA also requires court approval. Accordingly, the Parties enter into this Agreement on a conditional basis.

TERMS AND CONDITIONS OF SETTLEMENT

NOW THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, the Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members and PAGA Members and LWDA and state of California's interests, on the one hand, and Defendants, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions.

44. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they and any of Released Parties have: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to Defendants' employees or any other person or entity. Neither this Agreement, nor any of its terms

or provisions, nor any of the negotiations connected with this Agreement or these proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendants of any such violation(s) or failure(s) to comply with any applicable law by Defendants or any other Released Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties. This Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth in Paragraph 67, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement. In the event Final Approval of this Agreement is not obtained, the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed. In the event that this Agreement is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Parties will cooperate with each other and will work expeditiously in good faith to address the court's concerns by revising the Agreement as necessary to obtain Final Approval.

45. Amendment of Complaint. Solely for purposes of settling this matter, Named Plaintiffs will file an amended Complaint with the approving Court ("Second Amended Class & Representative Action Complaint" and also referred to in this Agreement as the "operative Complaint"), adding Leqouia Wilson as a plaintiff and class representative and adding any and all claims made during the mediation that are not already alleged, which shall be the operative Complaint in this Action, including but not limited to failure to reimburse business expenses, Labor Code section 2802. Plaintiffs shall submit a Second Amended PAGA Notice to describe the failure to reimburse claim that is currently pled by reference to Labor Code section 2802 in the PAGA Notice and Amended PAGA Notice. Solely for purposes of implementing the Settlement, the Parties stipulate that the addition of these claims in a Second Amended Class & Representative Action Complaint shall relate back to the filing of the original Complaint, and shall cover the Class

Period and PAGA Period; the Parties agree the proposed preliminary approval order and Final Judgment shall request that should the Settlement not be fully and finally approved, any preliminary certification of a class for settlement purposes shall be deemed void and the Parties shall revert to their positions prior to entering the Settlement in all respects. Unless otherwise ordered by the Court, Defendants shall be excused from responding to the Second Amended Class & Representative Action Complaint during the settlement approval process. Defendants shall have thirty (30) Days from the date of any order denying approval of the Settlement to file a responsive pleading to the Second Amended Class & Representative Action Complaint.

46. Stipulation for Class Certification. The Parties stipulate to the certification of this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, despite the Parties' expeditious and good faith effort, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this Action.

47. Release of Settled Claims. As of the Effective Date, and when Defendants have fully funded the Gross Settlement Amount, Named Plaintiffs and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims that arose and/or existed during the Class Period against any and all Released Parties. The Settlement includes a release of all Settled Claims that arose during the Class Period by Settlement Class Members employed at any time during the Class Period.

a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the Agreement and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

b. Named Plaintiffs and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action, or rights herein released and discharged, except as set forth herein.

3 48. Release of Settled PAGA Claims. As of the Effective Date, and when
4 Defendants have fully funded the Gross Settlement Amount, Named Plaintiffs, LWDA, the State
5 of California, and any other representative, proxy, or agent thereof, including but not limited to
6 any and all PAGA Members, hereby do and shall be deemed to have fully, finally, and forever
7 released, settled, compromised, relinquished and discharged all Settled PAGA Claims that arose
8 and/or existed during the PAGA Period against any and all of the Released Parties. Subject to
9 Court approval, the Agreement includes a settlement of all Settled PAGA Claims during the PAGA
10 Period by LWDA, the State of California, and PAGA Members to the fullest extent permitted
11 under the law, including settlement contemplated in Cal. Lab. Code § 2699(s)(2).

12 49. Individual Releases of Claims. In addition to the releases made by the
13 Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiffs
14 release, as individuals and in addition to the Settled Claims and Settled PAGA Claims described
15 above, Defendants, and each of their current and former parents, owners, subsidiaries, divisions,
16 and affiliated or related persons or entities, and each of their respective officers, directors,
17 employees, partners, shareholders, attorneys, agents, executors, and assigns from any and all
18 claims, actions, or causes of action they have or may have against them, or any of them, except for
19 claims or actions to enforce this Settlement, claims for vested benefits, unemployment benefits,
20 disability benefits, social security benefits, and/or workers' compensation benefits. Named
21 Plaintiffs will waive any and all provisions of Section 1542 of the California Civil Code, which
22 provides:

23
24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
26 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
27 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
28 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
DEBTOR OR RELEASED PARTY.

50. Settlement Payments and Calculation of Claims. Subject to the Final Approval of the Settlement and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendants or any of them agree to make a payment or payments as set forth herein totaling the fixed amount of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). The GSA shall fully satisfy Defendants' obligations for any and all payments, fees and costs identified in the Agreement, including, but not limited to, any payments to be made to the Named Plaintiffs, Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement administration costs. Other than employer-side payroll taxes, in no event shall Defendants be required to pay any amounts above the GSA under this Settlement and this Agreement except as set forth in Paragraph 50g. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

a. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees of no more than thirty five percent (35%) of the GSA. The attorneys' fees shall come from and be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such application.

b. Attorneys' Costs. Named Plaintiffs and Class Counsel shall request approval of payment of all actual costs of no more than Thirty Thousand Dollars and Zero Cents (\$30,000.00) in attorneys' costs, including any litigation costs, which will be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such application. Attorneys' fees as specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendants for Class Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their

own fees and costs in connection with the Action. Should the Court approve lesser amounts for Attorneys' Fees and Costs, the difference shall be added to the NSA.

c. Administration Fees and Costs. Class Counsel will also apply to the Court for approval of actual SA costs, subject to a capped fee quote agreed to by the Parties, which will be deducted from the GSA. Defendants will not oppose such application. Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiffs' motions for preliminary and Final Approval of the Settlement.

d. Named Plaintiffs' Enhancement and General Release Payment. Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) total, up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for each Named Plaintiff, to be paid to Named Plaintiffs, from which fifty percent (50%) shall be deemed consideration for a general release and from which fifty percent (50%) shall be for assuming the risks associated with this litigation (including for assuming the risks with respect to the Settled PAGA Claims). Defendants will not oppose such application. The enhancement award is included in, and shall be deducted from, the GSA. Should the Court approve a lesser amount, the difference shall be added to the NSA.

e. PAGA Allocation and Payments. Pursuant to Cal. Lab. Code §§ 2698, *et seq.*, the Parties designate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the GSA to resolve the Settled PAGA Claims (including penalties sought for Named Plaintiffs' employment and penalties sought under the PAGA for all other PAGA Members' employment and payment to the LWDA).

i. Defendants or any of them shall pay sixty-five percent (65%) of that amount, or Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$32,500.00), to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The remaining Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00) shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each individual PAGA Member's PAGA Workweeks Worked.

f. Net Settlement Amount. The NSA will be the amount remaining after deducting the amounts specified in Paragraphs 50a through 50e above (including deducting the amount in 50e.ii, which will be separately distributed to PAGA Members).

g. Estimate of Workweeks Worked and Escalator Provision and Discretionary Cap. For purposes of this settlement, Defendants originally estimated that there were 32,683 Workweeks Worked by the Settlement Class Members between the start of the Class Period and the date of the mediation (August 19, 2025). Should the actual number of workweeks for Settlement Class Members for the Class Period exceed 35,951 (32,683 plus 10%) Workweeks Worked, then Defendants may elect to either (a) End the Class Period on the date on which the number of workweeks reached 35,951, or (b) invoke the Escalator Provision by increasing the GSA in proportion to the increased percentage (for example, if such increase in workweeks is 17% over 32,683 workweeks, the GSA will increase by 7%).

h. Settlement Payments to Settlement Class Members. Settlement Payments will be calculated as follows:

i. The NSA will be divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in Precision One's records and estimates based on existing records. All Settlement Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate. Workweeks Worked shall be determined by the SA based on data to be provided by Precision One, as may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendants be obligated to pay more than the GSA, except for the separate payment of

employer-side payroll taxes, as provided in Paragraph 52, and, if chosen, the circumstances outlined in Paragraph 50g.

iii. The Parties acknowledge and agree that the formula used to calculate Workweeks Worked, individual Settlement Payments, PAGA Workweeks Worked, and PAGA Payments does not imply that all of the elements of damages covered by the release are not being taken into account. The above formulas were devised as practical and logistical tools to simplify the payment process.

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

52. Taxation of Settlement Proceeds. All taxable portions of Settlement Payments shall be paid in a net amount after applicable employee state and federal tax withholdings, including employee-side payroll taxes, if any, have been deducted.

a. The Parties agree that the Settlement Payments will be allocated as follows: fifty percent (50%) of each payment allocated to wages (W-2) and fifty percent (50%) of each payment allocated to interest, penalties, and other non-wages (Form 1099). The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts. The portions of the Settlement Payments allocated to penalties, interest or other non-wage amounts and the PAGA Payments will be paid without tax withholdings and will be reported as such to each Settlement Class Member and/or PAGA Member on an IRS Form 1099.

b. The SA shall calculate, withhold from the Settlement Payments, and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement Class Members for applicable employee taxes. The SA will issue appropriate tax

forms, if required, to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also calculate and obtain from Defendants and remit to applicable governmental agencies sufficient amounts, if any, as may be owed for employer-side payroll taxes based on the wage portion of the Settlement Payments.

c. All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents, including Class Members and PAGA Members, regarding the tax treatment of payments under federal, state, or local law. In this regard, Defendants make no representations regarding the taxability of the Settlement Payments and PAGA Payments.

d. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to Paragraph 50. Except as provided in Paragraph 50, each Party shall bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Class Counsel agrees that any allocation of fees between or among each of the Class Counsel or among the Class Counsel and any other attorney that may be representing Named Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this Agreement acknowledges and agrees that no provision of this Agreement, and no written or oral communication or disclosure or other representation by Defendants and/or Released Parties is or was intended to be, nor shall be construed or be relied upon as, tax advice, and Named Plaintiffs, Class Members and PAGA Members shall not rely on Defendants and/or Released Parties for any tax advice with respect to the Settlement of this Action.

e. Named Plaintiffs will be issued an IRS Form 1099 for any enhancement award approved by the Court pursuant to Paragraph 50. The enhancement award payable to Named Plaintiffs shall be in addition to the Settlement Payments and PAGA Payments that Named Plaintiffs will receive.

53. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the Action and take all other action to request that the Court enter the Preliminary Approval Order based on an agreed-upon Settlement schedule, subject to Court approval, as follows:

- a. Seeking class certification on the terms set forth in this Agreement solely for purposes of the proposed Settlement;
- b. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, Named Plaintiffs, PAGA Members, SA, and LWDA;
- c. Preliminarily approving the appointment of Named Plaintiffs as representatives of the Class for settlement purposes;
- d. Preliminarily approving the appointment of counsel for Named Plaintiffs as Class Counsel;
- e. Appointing and approving a SA as chosen by the Parties and approved by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA Payment procedures required by this Agreement;
- f. Approving the form of the Class Notice mutually agreed by the Parties;
- g. Scheduling the Final Settlement Approval Hearing for consideration of Final Approval of this Agreement;
- h. Requiring that any Class Members who object to the Settlement Agreement submit any objection to the SA postmarked by the end of the Exclusion Period, unless the Notice was remailed which extends the Exclusion Period an additional 15 Days, or appear in person or by other Court approved means at the Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any objection(s) with the Court;
- i. Approving the procedure for Class Members to submit Opt-Out Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out Requests; and
- j. Approving the procedure for Settlement Class Members to object to the Settlement.
- k. Defendants shall not oppose Class Counsel's motions for preliminary approval and Final Approval of the Settlement so long as the motions and supporting

papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendants with an opportunity to review and provide comments on the motions for preliminary approval of the Settlement seven days before the motion and supporting papers are filed with the Court. The Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by both Parties, and the Court may award less than the amounts listed in Paragraph subparts 50a through 50e without impacting the validity and enforceability of this Agreement.

54. Notice Procedure.

a. Settlement Administrator. The Parties will use ILYM Group, Inc., or another mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and PAGA Payment and handle the tax reporting and field any questions from Class Members and/or PAGA Members with a hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information (“PII”), which it receives from Defendants; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any Party or third parties, including agents or subcontractors, without Defendants’ consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

b. Class Member Data. Within twenty-one (21) Days after filing of the Preliminary Approval Order, Defendants shall provide to the SA a list of Class Members and PAGA Members that identifies for each Class Member/PAGA Member, his/her Social Security number, last-known address, and the workweek numbers and other Class Member data to confirm qualifying Workweeks Worked and PAGA Workweeks Worked or will forward the start and end date(s) of employment for the SA to calculate the Workweeks Worked and PAGA Workweeks

1 Worked. Defendants agree to consult with the SA as required to provide the list in a format
2 reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only
3 for the purposes described herein, take adequate safeguards to protect confidential or private
4 information and return or certify the destruction of the information or continued safeguarding of
5 the information upon completion of the settlement administration process. Within three (3) Days
6 following its receipt of the list, the SA will notify Class Counsel and Defendants' Counsel of the
7 total amount of Workweeks Worked.

8 55. Class Notice. The SA will send to each Class Member and PAGA Member
9 by First-Class U.S. Mail the Class Notice, which includes information on how Class Members
10 may opt-out of or object to the Settlement and a procedure by which a Class Member may
11 challenge the number of Workweeks Worked identified on his/her Class Notice. The Named
12 Plaintiffs will seek approval of language in the Class Notice in the motion for preliminary approval
13 and will seek permission for the Parties in conjunction with the SA to be able to correct immaterial
14 errors on these forms or other mailed materials without approval from the Court, provided the
15 changes do not alter the preliminary approval by the Court.

16 a. Settlement Administrator Duties. Prior to mailing the Class Notice,
17 the SA will update the addresses for the Class Members and PAGA Members using the National
18 Change of Address database and other available resources deemed suitable by the SA. To the
19 extent this process yields a different address from the one supplied by Defendants ("Updated
20 Address"), that Updated Address shall replace the address supplied by Defendants ("Last Known
21 Address") and be treated as the new Last Known Address for purposes of this Agreement and for
22 subsequent mailings in particular.

23 b. Class Notice Procedure. Within fourteen (14) Days after receipt of
24 the above information from Defendants, the SA shall send the Class Notice to each Class
25 Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via
26 First-Class U.S. mail. The Settlement Administrator shall establish and maintain a static website,
27 accessible to Class Members on which the Class Notice and Order of Final Approval shall be
28 posted.

c. Exclusion Period. Class Members will have forty-five (45) Days from the postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request. Class Members to whom the Class Notice is remailed after having been returned undeliverable to the SA shall have an additional 15 Days beyond the Exclusion Period. Class Members will also have forty-five (45) Days to object to the Settlement by submitting a written objection with the SA that sets forth the basis of the objection pursuant to Paragraph 57, which the SA shall submit to the Parties within 25 Days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims.

d. SA Follow-up efforts.

i. The SA shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendants and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of days for those forms returned to sender. If no new information is ascertained by means of a skip trace, or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the SA will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is identified by this method, the SA will resend the Class Notice to the Updated Address within three (3) Days of identifying the Updated Address.

iii. If the SA re-mails the Class Notice, it shall note for its own records the date and the address of each re-mailing. Those Class Members who receive a re-mailed

Class Notice, whether by skip-trace or forwarded mail, will have an additional fifteen (15) days beyond the Exclusion Period as set forth in Paragraph 12 to submit by U.S. mail an Exclusion Form, or file and serve an objection to the Settlement or dispute the information provided in their Class Notice. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.

e. Documenting Communications. The SA shall date stamp documents it receives, including Opt-Out Requests, Objections and any correspondences and documents from Class Members/PAGA Member.

f. Settlement Administrator Declaration. At least seven (7) Days prior to the deadline for filing the motion for final approval, the SA shall prepare, subject to Class Counsel's and Defendants' input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing efforts, and the Class Member's/PAGA Member's responses to those mailings and provide additional information deemed necessary to approve the settlement.

g. SA Written Reports. Each week during the Exclusion Period, the SA shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out Requests and Objections. Within fourteen (14) Days after the close of the Exclusion Period, the SA will provide a final report listing the number of Class Members who submitted Opt-Out Requests or Objections.

h. SA Calculations of Settlement Payments. Within fourteen (14) Days after resolving all challenges made by Settlement Class Members, and following the Order of Final Approval, the SA shall provide the Parties with its calculation of all Settlement Payments to be made to Settlement Class Members and payments made to PAGA Members. After receiving the SA's report, Class Counsel and Defendants' counsel shall review the same to determine if the calculation of payments to Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA Payments, at least five (5) Days prior to the distribution of

such payments, and shall provide Class Counsel and Defendants' Counsel with a final report listing the amount of all payments to be made to each Settlement Class Member from the NSA and listing the amount of all payments to be made to each PAGA Member from the PAGA Allocation. The SA will also provide information that is requested and approved by both Parties regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of the Settlement.

56. Requirements for Recovery of Settlement Payments.

a. Class Members. No claim form is necessary to participate in the Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in Paragraph 21), a Class Member will be a Settlement Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members except for those who timely and validly opt-out of the Settlement shall be bound by the release of Settled Claims in this Agreement. All PAGA Members, including any who opt-out of the Class Settlement, shall be bound by the release of Settled PAGA Claims and shall be barred from seeking any action for civil penalties for Settled PAGA Claims in this Agreement.

b. Late Submissions. The SA shall not accept as valid any Opt-Out Request postmarked after the end of the Exclusion Period, as extended for remailings, absent agreement from the Parties or order of the Court. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the last Day of the Exclusion Period, the Class Member did not return the Opt-Out Request in a timely manner.

c. Challenges. Settlement Class Members will have the right to challenge the number of Workweeks Worked allocated to them. The following challenge procedure will be established for the Settlement Class Member to dispute information on which his/her payment amount is based: Challenges to the number of Workweeks Worked shall be sent directly to the SA at the address indicated on the Class Notice. A Settlement Class Member challenging the number of Workweeks Worked identified may also submit documentary evidence in order to prove the claimed number of Workweeks Worked during the Class Period. For disputed claims, and subject to court oversight, Precision One's records will be presumed accurate. If a Settlement Class Member disputes Precision One's records, he or she will have the burden of proof

1 to establish otherwise with documentary evidence. Defendants shall have the right to respond to
2 the challenge by any Settlement Class Member. No challenge to the number of Workweeks
3 Worked will be accepted unless sent by U.S. mail within forty-five (45) Days from the initial
4 mailing of the Class Notice by the SA, with proof of date of submission to be the postmark date
5 unless ordered by the Court or as extended for remailings. Additional time may be provided to a
6 Settlement Class Member only upon a showing of good cause and within an amount of time
7 determined by the SA that will not delay the distribution of Settlement Payments to other
8 Settlement Class Members and in no event beyond the date of filing of the motion for final
9 approval. The SA will inform Class Counsel and Defendants' counsel in writing of any timely
10 filed challenges and will preliminarily determine all such disputes after consulting with the Parties
11 regarding the number of Workweeks Worked. If each of the Parties does not agree with the SA's
12 preliminary determination, the dispute will be submitted to the Court for a decision, and the Court's
13 determination shall be final and binding without a right of appeal.

14 d. Opt-Out Procedure. Unless a Class Member timely opts out of the
15 Settlement described in this Agreement, he/she shall be bound by the terms and conditions of this
16 Agreement, and shall also be bound by the Final Judgment. A Class Member will not be entitled
17 to opt-out of the Settlement established by this Agreement unless he or she submits to the SA a
18 request or notice of opting out via U.S. mail postmarked on or before the expiration of the
19 Exclusion Period. The request must be in writing on an Opt-Out Request and include the Class
20 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the
21 Settlement. Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude
22 PAGA Members from the release of Settled PAGA Claims.

23 i. Upon receipt of any Opt-Out Request within the Exclusion
24 Period, the SA shall review the request to verify the information contained therein, and confirm
25 that the request complies with the requirements of this Agreement.

26 ii. Any Class Member who fails to submit via U.S. mail a
27 timely, complete and valid Opt-Out Request shall be barred from opting out of this Agreement or

the Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a request to opt out of the Settlement absent agreement by both Parties.

iii. Class Members shall be permitted to rescind in writing their request to opt-out by submitting a written rescission statement to the SA no later than the Effective Date and provided that Individual Settlement Payments can be recalculated to reflect the rescission.

iv. Defendants retain the right, in the exercise of their joint discretion, to nullify the Settlement within fourteen (14) Days after expiration of the opt-out period if four percent (4%) or more of the Settlement Class opts out of this Settlement. If Defendants nullify the Settlement, they will pay all accrued administrative costs.

57. Objections to Settlement. Any Settlement Class Member may object to the Settlement. Any such objection may be submitted to the SA in writing on or before the close of the Exclusion Period. If any Settlement Class Member wishes to object in writing, any such written Objection shall include: (1) the full name of the Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection; and (4) whether the Settlement Class Member intends to appear at the Hearing. The Parties shall be permitted to file responses to the Objection in addition to any motion for final approval documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the Order granting Final Approval and/or Final Judgment.

58. Final Fairness Hearing, Final Approval and Final Judgment.

a. Entry of Final Judgment. At the Final Settlement Approval Hearing, Named Plaintiffs will request, and Defendants will concur in said request, that the Court enter a Final Judgment.

b. Motion. Named Plaintiffs will draft and file a motion for final approval and for approval of any attorneys' fees and costs and enhancement award in conformity with any requirements from the Court and will take other action to request the entry of Final

1 Approval Order in accordance with this Agreement. Plaintiffs shall provide Defendants with the
2 final approval paperwork to review for consistency with the Settlement and to provide input on
3 the Order of Final Approval and Final Judgment seven days prior to filing. Defendants will
4 concur in or not object to said request that the Court enter the Order of Final Approval and Final
5 Judgment finally approving this Agreement. In conjunction with the motion for final approval,
6 Class Counsel shall file a declaration from the SA confirming that the Class Notice and related
7 forms were mailed to all Class Members as required by this Agreement, as well as any additional
8 information Class Counsel, with the input and approval of Defendants, deems appropriate to
9 provide to the Court.

10 c. Objections. Before and/or at the Fairness Hearing, Named Plaintiffs
11 and Defendants, through their counsel of record, may address any written objections from Class
12 Members or any concerns from Class Members who attend the hearing as well as any concerns of
13 the Court.

14 d. Order. Named Plaintiff will also draft and submit a proposed Order
15 of Final Approval and Final Judgment in the form that is consistent with this Agreement and
16 subject to prior review, revision and approval by Defendants (**See Exhibit C**). The Parties shall
17 take all reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. The
18 Named Plaintiffs will submit a proposed Order of Final Approval and Final Judgment subject to
19 the review and approval of Defendants that will contain provisions:

20 i. Wherein the Court enters Final Judgment, finding that this
21 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of
22 the Class and was reached as a result of intensive, serious, and non-collusive arms-length
23 negotiations and was achieved with the aid of an experienced mediator and in good faith as to each
24 Class Member;

25 ii. Affirms that each side will bear its own costs and fees
26 (including attorneys' fees), except as provided by the Agreement, and that Defendants shall not be
27 required to pay any amounts other than as set forth in the Agreement and the Order of Final

Approval, and in no event any amount above the GSA, except for employer-side taxes and if the GSA is increased pursuant to Paragraph 50g;

iii. That confirms the certification of the Class for purposes of this Settlement only;

iv. That finds that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

v. That rejects any Objections to the Settlement;

vi. That approves the settlement of the Settled PAGA Claims consistent with the Settlement;

vii. That bars each and every Class Member and/or PAGA Member from asserting any Settled Claims and/or Settled PAGA Claims in the future, and expressly references the applicability of the doctrines of res judicata and/or collateral estoppel;

viii. That retains Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

ix. That requires the Parties to carry out the provisions of this Agreement.

59. Post-Final Approval Requirements and Procedures. Following entry of the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

b. The Parties will assist the SA as needed or requested in the process of identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

c. Class Counsel will assist the SA as needed or requested in completing the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

60. Payment of Settlement. Defendants will deposit the Funding Payment into an account established by the SA within twenty-one (21) Days of the Effective Date. The remittance of the Funding Payment and employer taxes to the SA shall constitute full and complete discharge of the entire monetary obligation of Defendants under this Agreement. No Released Party shall have any further monetary obligation or liability to Class Counsel, Named Plaintiffs, Settlement Class Members and/or PAGA Members under this Agreement after receipt by the SA of the Funding Payment.

a. The Parties agree that the Funding Payment will qualify as a settlement fund pursuant to the requirements of Section 468B(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby designated as the “Administrator” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Funding Payment by the SA.

b. The distribution of Settlement Payments to Settlement Class Members shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.) by the Settlement Proceeds Distribution Deadline. When the SA receives notice from Settlement Class Members that they have not received such Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery by other reasonable methods requested by such Settlement Class Members, provided that any and all requests for re-mailing shall be actually received and acknowledged by the SA before the 180-day deadline referenced in Paragraphs 61 and 62 or will be deemed ineffective, and have no effect and

the original mailed amount shall be deemed timely distribution of the Settlement Payment. If any checks are returned to the SA without a forwarding address the SA shall conduct a skip-trace and re-mail the checks. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline. To comply with California Rule of Court 3.771, settlement checks shall include the following language on the check: "A Court has approved settlement of the class action and PAGA representative actions and entered judgment for claims asserted in *Loreto Franco v. Precision One Medical, Inc. and Henry Schein, Inc.*, San Diego County Superior Court Case No. 25CU001235N." No person shall have any claim against the SA, Defendants or other Released Parties, Class Counsel, Defendants' counsel, or any other agent designated by Named Plaintiffs or Defendants based upon the distribution of Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

c. The distribution of attorneys' fees, costs, and the Named Plaintiffs' enhancement/general release awards shall occur no later than the payment date of the payment under the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments be made prior to the distribution of Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Members.

d. Upon Defendants, or any of them, transfer of the Funding Payment and employer-side taxes to the SA, Defendants and the other Released Parties, and Defendants' counsel shall have no further monetary liability or financial responsibility to Class Counsel or to any vendors or third parties employed by the Named Plaintiffs or Class Counsel in connection with the Action.

e. Defendants shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Order of Final Approval and Final Judgment, and after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible.

61. Settlement Class Members and/or PAGA Members who are sent Settlement Payments and/or PAGA Payments shall have one hundred eighty (180) Days after mailing by the SA to cash their settlement checks.

62. If such Settlement Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void, and a stop payment will be placed on the uncashed checks. Checks that are not cashed within one hundred and eighty (180) Days of mailing shall, subject to Court approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise directed by Code of Civil Procedure Section 384 and as ordered by the Court. The Parties agree that if the remaining funds are not able to be distributed to the State Controller Unclaimed Property Fund in the name of the Class Member or PAGA Member and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued thereon, to the California CASA Association (see <https://www.californiacasa.org>), unless not accepted by the Court in which case the Parties will meet and confer about an acceptable *cy pres*. In such event, those Settlement Class Members and/or PAGA Members will be deemed to have waived irrevocably any right in or claim to a Settlement Payment and/or PAGA Payment subject to their rights, if any, to recover the Settlement Payments and/or PAGA Payments from the Unclaimed Property Fund if ordered or otherwise will be extinguished. Settlement Class Members and/or PAGA Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

63. The SA shall keep Class Counsel and Defendants' counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel.

64. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition,

unless the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by the Court's Order of Final Approval and Final Judgment, and PAGA Members shall be bound by the Court's Order of Final Approval and Final Judgment regardless of whether they opt-out of the Class Settlement.

65. Non-Interference with Opt-Out Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests or objections to the Settlement or to appeal from the Final Judgment.

66. Waiver of Appeal. Subject to preliminary and Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

67. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class and PAGA Members and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

- a. Preliminary Approval Hearing as permitted by the Court;
- b. Defendants to provide name, address, and dates of employment no later than twenty-one (21) Days after filing of the Preliminary Approval Order;
- c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members by approximately fourteen (14) Days after receipt from Defendants of the information described in the preceding subparagraph;
- d. The SA to conduct trace/search efforts and send a follow up mailing, no later than ten (10) Days after receiving notice that a mailing was returned as undeliverable or the listed address is found to be inaccurate or outdated, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;

e. Opt-Out Requests and Objections to the Settlement must be postmarked no later than forty-five (45) Days after the date of initial mailing of the Class Notice, or 15 Days later if remailed;

f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt-Out Requests and written objections or statements of intention to object to the Settlement received from Class Members within fourteen (14) Days of the close of the Exclusion Period;

g. Class Counsel will file a timely motion for final approval of the Settlement and application for award of attorneys' fees and costs and an enhancement award to the Named Plaintiffs by the date set by the Court, or if no date is set, at least sixteen (16) court days prior to the scheduled Final Settlement Approval Hearing date;

h. The Parties will request a Final Settlement Approval Hearing before the Court within a reasonable time after the close of the Exclusion Period plus twenty-five (25) days, or as soon thereafter as the Court will hear the Motion for Final Approval. After entry of the Order of Final Approval and Final Judgment Defendants shall remit the Funding Payment to the SA.

i. Settlement Payments to Settlement Class Members, including the Named Plaintiffs, and payments to Class Counsel for litigation costs and expenses and awarded attorneys' fees, and the enhancement award to Named Plaintiffs, and payments to the LWDA and PAGA Members shall be made by the Settlement Proceeds Distribution Deadline by mailing of checks by First Class U.S. mail or by wire (as to Class Counsel's payments only).

68. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendants or the other Released Parties.

69. Confidentiality and Non-Disparagement.

a. Parties and their counsel will keep the Settlement confidential, through the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before preliminary approval, that they

have reached an agreement in principle, subject to completion of a final Agreement and final Court approval.

b. Following the Court's order granting the Parties' Motion for Preliminary Approval, the Parties and their counsel agree to make no comments to the media or otherwise publicize the terms of the settlement on any social media or websites. This shall not restrict Class Counsel from responding to inquiries posed by Class Members. Further, Class Counsel may include the case name, number, and settlement information in declarations setting out their qualifications as class counsel.

c. Named Plaintiffs and Class Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Action. Named Plaintiffs and Class Counsel agree to return to Defendants' counsel or destroy, at their option, any information designated as confidential during the course of the Action, including but not limited to any information and/or documents provided to Class Counsel for purposes of mediation.

70. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be sent via electronic mail.

71. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in an amendment in writing signed by counsel for the Parties. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

72. Ongoing Cooperation. Named Plaintiffs and Defendants, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement including, but not limited to, drafting and submitting the motions for Preliminary and Final Approval, and defending the Agreement and Final Judgment against objections and appeals, and making any necessary

changes and/or modifications required by the Court to obtain Preliminary and Final Approval. Named Plaintiffs shall, as necessary, properly and completely take all steps, including but not limited to submitting any required documents to the LWDA and take any other actions necessary to resolve the Released PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

73. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

74. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives, including the Released Parties.

75. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between Named Plaintiffs and the Class Members/PAGA Members on the one hand, and Defendants on the other hand, with respect to the Settlement of the Action and the Settled Claims and Settled PAGA Claims against the Released Parties, including Defendants. This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims and Settled PAGA Claims against the Released Parties. Except those set forth and included expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the Released Parties.

76. Execution in Counterparts. This Agreement may be signed in one or more counterparts. A scanned facsimile shall be treated as an original signature for all purposes. All executed copies of this Agreement, and photocopies thereof (including facsimile or email copies

of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

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

78. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

79. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final Judgment, the Parties agree that the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and California Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

80. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

81. Warranties and Representations. With respect to themselves, each of the Parties to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement, and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement, except that the Parties understand that the Named Plaintiff and Class Counsel only have the power to bind Class Members and PAGA Members to the extent this Agreement is approved by the Court.

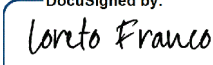
82. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by this Agreement.

83. Authorization by Named Plaintiffs. Named Plaintiffs agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt-Out Request or objection by Named Plaintiffs shall therefore be void and of no force or effect.

84. No Impact on Arbitration Agreements. The submission of Settled Claims and Settled PAGA Claims to the Court is solely for the purposes settlement and shall not be deemed as an invalidation, waiver, or voidance of any arbitration agreements, and shall have no impact on their alleged continuing validity. By failing to request exclusion with an opt-out request, any Settlement Class Member will be deemed to agree to the provisions of this Paragraph.

IT IS SO AGREED:

Dated: 4/22/2026, 2026

DocuSigned by:

C5C7CF065419489...
 LORETO FRANCO,
 Named Plaintiff/Class and PAGA
 Representative/Aggrieved Plaintiff

Dated: _____, 2026

 LEQUOIA WILSON
 Named Plaintiff/Class and PAGA
 Representative/Aggrieved Plaintiff

82. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by this Agreement.

83. Authorization by Named Plaintiffs. Named Plaintiffs agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt-Out Request or objection by Named Plaintiffs shall therefore be void and of no force or effect.

84. No Impact on Arbitration Agreements. The submission of Settled Claims and Settled PAGA Claims to the Court is solely for the purposes settlement and shall not be deemed as an invalidation, waiver, or avoidance of any arbitration agreements, and shall have no impact on their alleged continuing validity. By failing to request exclusion with an opt-out request, any Settlement Class Member will be deemed to agree to the provisions of this Paragraph.

IT IS SO AGREED:

Dated: _____, 2026

LORETO FRANCO,
Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

Dated: 4/22/2026, 2026

Signed by:
Leqouia Wilson
C02FC08086AF4D2...

LEQOUIA WILSON
Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

1 Dated: May 8, 2026

PRECISION ONE MEDICAL, INC.

2
3 By: David Puti
4 Its: Senior Vice President

5 Dated: _____, 2026

HENRY SCHEIN, INC.

6
7 By:
8 Its:

1 Dated: _____, 2026

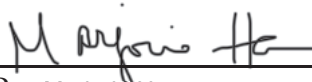
PRECISION ONE MEDICAL, INC.

2
3 By: _____

4 Its:

5 Dated: 5/8, 2026

HENRY SCHEIN, INC.

6 

7 By: Marjorie Han

8 Its: Vice President and Senior Counsel, Litigation

EXHIBIT A

SAN DIEGO COUNTY SUPERIOR COURT

Loreto Franco v. Precision One Medical, Inc. and Henry Schein, Inc.
San Diego County Superior Court Case No. 25CU001235N

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT**

To: ALL NON-EXEMPT HOURLY-PAID EMPLOYEES CURRENTLY AND/OR FORMERLY EMPLOYED BY DEFENDANT PRECISION ONE MEDICAL, INC. IN CALIFORNIA AT ANY TIME FROM JANUARY 7, 2021 THROUGH [DATE]

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because the records of Precision One Medical, Inc. (“Precision One”) reflect that you are or may be a class member in a pending class and representative action entitled *Loreto Franco v. Precision One Medical, Inc.; Henry Schein, Inc.*, San Diego County Superior Court Case No. 25CU001235N (the “Action”), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the Parties’ settlement agreement (“Settlement”). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on January 7, 2025, by Plaintiff, Loreto Franco (“Franco”), on behalf of himself and other similarly situated current and former employees of Precision One. Lequonia Wilson (“Wilson”) was later added as a named plaintiff (Franco and Wilson are referred to as “Named Plaintiffs”). The Action pleads class allegation claims against Precision One and Henry Schein, Inc (“Henry Schein”) (Precision One and Henry Schein are referred to as “Defendants”) for: (1) Failure to Pay Wages Including Overtime Wages; (2) Failure to Pay All Wages Owed Twice Per Month; (3) Failure to Pay Minimum Wages; (4) Failure to Provide Meal Breaks and second Meal Breaks or Premiums; (5) Failure to Provide Rest Breaks or Premiums; (6) Paystub and Record Keeping Violations; (7) Failure to Pay Wages Upon Termination; (8) Reimbursement of Business Expenses; (9) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (10) civil penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.* or “PAGA”), based on the previous theories and also on Failure to Provide Safe Working Conditions – Excessive Heat. Named Plaintiffs seek to recover various damages and costs and penalties, including unpaid wages, restitution (including under California

Business and Professions Code Section 17200, *et seq.*), interest, statutory and civil penalties (including under PAGA), and attorneys' fees and costs. A copy of the complaint, including amendments, is on file with the Court.

Defendants deny each and all of the claims and contentions alleged by Named Plaintiffs. Defendants believe strongly that they each and together have multiple valid defenses to the claims and that Precision One's employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendants would continue to vigorously defend against the lawsuit. By agreeing to this Settlement, Defendants do not admit that they have any liability, whether individually or together.

After engaging in an exchange of information, an all-day mediation before an experienced mediator Deborah Crandall Saxe, and follow up negotiations, Named Plaintiffs and Defendants (the "Parties") agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date]. Named Plaintiffs and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiffs (or Defendants' defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. Defendants reserve the right, if for any reason the Settlement fails, to resume the defense against the factual and legal allegations in the Action and whether this Action should proceed as a class or representative PAGA action.

WHAT IS A CLASS AND REPRESENTATIVE PAGA ACTION?

In a class and representative PAGA action lawsuit, one or more persons sue on behalf of other people who may have similar claims and/or who may claim to have been similarly aggrieved. Plaintiffs are the class and PAGA representatives (or Named Plaintiffs) in the Action and have asserted claims on behalf of themselves and the class and group of alleged aggrieved employees.

A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class, and for all alleged aggrieved employees under PAGA.

A class member and/or a PAGA alleged aggrieved employee is bound by the determination or judgment entered in the case, whether the class or group of alleged aggrieved employees wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class and/or representative PAGA action.

WHO IS INCLUDED IN THE SETTLEMENT?

The Settlement includes hourly non-exempt employees of Precision One at any time from January 7, 2021 through [date] (referred to as the "Class Period"), in the state of California ("Class" of "Class Member") other than those who opt-out (as discussed below). This group individually and collectively will be referred to as "Settlement Class Members" or "Settlement Class."

The Settlement also includes hourly non-exempt employees of Precision One at any time from December 6, 2023 through [date] (referred to as the “PAGA Period”) in the state of California. This group individually and collectively will be referred to as “PAGA Members.”

WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendants will pay a “Gross Settlement Amount” in the amount of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) in exchange for: the release by Settlement Class Members of Settled Claims (defined below) and by PAGA Members of Settled PAGA Claims (defined below) against Defendants and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** \$ [redacted] shall be allocated to all Settlement Class Members (defined above) and referred to in this Notice as the “Net Settlement Amount” or “NSA.” Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically. The individual Settlement Payment will be based on a rate calculated by dividing the number of your workweeks reflected in Precision One’s records by the total workweeks worked by all Settlement Class Members during the Class Period. Workweeks worked shall be determined by the Settlement Administrator based on data to be provided by Precision One, and may be modified based on evidence provided by a Settlement Class Member. The Court will resolve any workweek disputes not otherwise resolved by the Parties with input from the Settlement Administrator.
- **PAGA Payment:** The Parties have allocated Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount as payment for the PAGA claim brought by Named Plaintiffs as representatives for the State of California and on behalf of all alleged aggrieved employees for penalties under the PAGA. Sixty-five percent (65%) of that amount, or Thirty-Two Thousand Five Hundred Dollars (\$32,500.00), will be paid to California’s Labor & Workforce Development Agency (“LWDA”). The remainder will be divided among and paid to the alleged aggrieved employees on a pro rata workweek basis. If you are a PAGA Member you will receive an amount based on a rate calculated by dividing the number of your workweeks reflected in Precision One’s records during the PAGA Period by the total workweeks worked by all PAGA Members during the PAGA Period. You cannot opt-out or exclude yourself from the PAGA portion of the settlement.
 - **Your estimated individual Settlement Payment is \$ _____.**
 - **Your estimated number of workweeks worked in the Class Period is _____.**
 - **Your estimated individual PAGA Payment is \$ _____.**
 - **Your estimated number of workweeks in the PAGA Period is _____.**

You have the right to challenge the number of workweeks allocated to you. If you dispute the number of workweeks, please contact the Settlement Administrator with any and all evidence supporting your dispute. You will have until [INSERT DATE] to submit your dispute.

- Enhancement Payment: Named Plaintiffs will request awards not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each of the Named Plaintiffs (or \$15,000.00 total) in recognition of their work in this Action on behalf of the Class and PAGA Members and a general release of all of their claims.
- Attorney's Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed Four Hundred and Twenty Thousand Dollars and Zero Cents (\$420,000.00) to be paid in accordance with the Settlement for any and all attorney's fees and Thirty Thousand Dollars and Zero Cents (\$30,000.00) in costs and expenses relating to the Action.
- Settlement Administration: The cost of settlement administration will not exceed [insert] Dollars (\$ []), which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions and other duties.

WHAT AM I RELEASING UNDER THE CLASS ACTION PORTION OF THE SETTLEMENT?
--

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

“Released Parties” means Defendants and their respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective directors, officers, shareholders, owners, members, employees, partners, attorneys, and agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Settled Claims” means all causes of action that are included in the operative Complaint, or that could have been included based on the facts, claims, allegations and assertions in the operative Complaint, and specifically includes the following:

- (a) Failure to Pay Wages Including Overtime Wages (Cal. Lab. Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, and 1198 and Wage Orders);
- (b) Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§ 204, 210);
- (c) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199);
- (d) Failure to Provide Meal Breaks or Premiums (Cal. Lab. Code §§ 226 (a), 226.7, 512, 558, and 1198 and Wage Orders);
- (e) Failure to Provide Rest Breaks or Premiums (Cal. Lab. Code §§ 226, 226.7, 512, 558, and 1198 and Wage Orders);
- (f) Paystub and Record Keeping Violations (Cal. Lab. Code §§ 226 and 1174);

(g) Reimbursement of Business Expenses (Cal. Lab. Code §2802), and

(h) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).

“Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, civil and statutory penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and bars each and every Class Member from asserting any Settled Claims, except for Class Members who have timely opted out of the Settlement.

Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

WHAT IS BEING RELEASED UNDER THE PAGA PORTION OF THE SETTLEMENT?

Through the Settlement, Named Plaintiffs, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members (defined above), release all Released Parties (defined above) of all “Settled PAGA Claims” (defined below) that arose during the PAGA Period (defined above).

“Settled PAGA Claims” means all claims for PAGA penalties that were alleged in the operative Complaint and PAGA Notice, or could have been alleged based on the facts, claims, allegations, or assertions in the operative Complaint and PAGA Notice, and, specifically includes Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders, and the following claims: (a) Failure to Pay Wages Including Overtime Wages (Cal. Lab. Code §§ 200-203, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, and 1198-1199 and Wage Orders); (b) Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§ 204, 210); (c) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, and 1199); (d) Failure to Provide Meal Breaks (Cal. Lab. Code §§ 226 (a), 226.7, 512, 558, and 1198 and Wage Orders); (e) Failure to Provide Rest Breaks (Cal. Lab. Code §§ 226, 226.7, 512, 558, and 1198); (f) Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Lab. Code §1198 and Wage Order); (g) Paystub and Record Keeping Violations (Cal. Lab. Code §§ 226 and 1174); and (g) Unreimbursed Business Expenses (Cal. Bus. & Prof. Code §2802.). “Settled PAGA Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for civil penalties, attorneys’ fees, costs, and declaratory relief. The Final Judgment shall expressly provide that it covers, and based on the doctrines of res judicata and/or collateral estoppel bars, Named Plaintiffs, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, from prosecuting “Settled PAGA Claims” that arose during the PAGA Period.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND/OR A PAGA PAYMENT?

To receive your individual Settlement Payment and/or your PAGA Payment, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed

of any changes because your individual Settlement Payment and/or PAGA Payment will be mailed to the address on file.

Once you receive your individual Settlement Payment and/or your PAGA Payment, you shall have One Hundred and Eighty (180) calendar days to cash your check. Settlement checks that are not cashed within One Hundred and Eighty (180) days of mailing shall be voided and delivered to California State Controller's Unclaimed Property Fund or as otherwise directed by the Court. You will still be bound by the Settlement even if you don't cash your settlement check(s). You can search for unclaimed property by visiting: https://www.sco.ca.gov/search_upd.html

Neither Defendants, nor any other of the Released Parties offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your individual Settlement Payment and/or PAGA Payment. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Precision One or any of the other Released Parties.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the class action portion of the Settlement (but you are not able to exclude yourself from the PAGA portion of the Settlement). To exclude yourself from the class action portion of the settlement, you must submit an Opt-Out Request to the Settlement Administrator at the following address: [REDACTED], [fax], or [email]. To be valid, the Opt-Out Request must: (1) contain your name, address, and telephone number; (2) contain the last four numbers of your social security number or your employee number or your dates of employment or provide a similar basis to identify you; (3) be signed by you; (4) be postmarked or fax stamped within the Exclusion Period [45 days after mailing date] and returned to the Settlement Administrator at the specified address, fax number, or email. You will have an additional fifteen (15) days if this notice was originally undeliverable and re-mailed to you. As indicated above, the Opt-Out Form will not impact your inclusion in the Settlement and release of claims under the PAGA.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any individual Settlement Payment under the Settlement, but you may still receive a PAGA Payment. Class Counsel will not represent your interests in the class action portion of the Settlement if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, a Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Settlement Approval Hearing"). The Final Settlement Approval Hearing is scheduled to take place on [REDACTED], 2026, at [REDACTED] a.m. in Department N-31 of the San Diego County Superior Court, located at the address below. The hearing may be continued (moved to another date and/or time) without further notice to you.

If you wish to object in writing, you may submit a written objection to the Settlement Administrator at the following address: [REDACTED], [fax], or [email]. To be valid, the written objection must be signed by you and state: (1) your full name; (2) your dates of employment; (3) the basis for the objection; and (4) if you intend to appear at the Final Approval Hearing. A Class Member who wishes to object must submit his or her objection to the Settlement Administrator no later than [45 days after mailing date]. You will have an additional fifteen (15) days if this notice was originally undeliverable and re-mailed to you. The Parties shall be permitted to file responses to your objection in addition to any motion for final approval documents.

The Court has decided that the law firm listed below under “CLASS COUNSEL” is qualified to represent the Settlement Class Members and PAGA Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Settlement Approval Hearing.

CLASS COUNSEL NAZO KOULLOUKIAN HILARY SILVIA, OF-COUNSEL KOUL LAW FIRM, APC 217 South Kenwood Street Glendale, CA 91205 Telephone: (213) 325-3023	DEFENDANTS’ COUNSEL JAMES E. HART JON G. MILLER BRIDGET HOCKADAY LITTLER MENDELSON, P.C. 18565 Jamboree Road, Suite 800 Irvine, CA 92612 THE COURT San Diego County Superior Court Department N-31 325 South Melrose Drive Vista, CA 92081
--	--

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an individual Settlement Payment and will be barred from pursuing the Settled Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class action portion of the Settlement and the objection will not be considered, but you will remain part of the PAGA portion of the Settlement.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement and all PAGA Members whether or not they receive or timely cash their individual Settlement Payment and/or PAGA Payment. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from initiating a lawsuit or proceeding regarding any Settled Claims and PAGA Members from pursuing Settled PAGA Claims. The Joint Stipulation of Class Action and PAGA Settlement and Release on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

This notice is only a summary of the Settlement. The Settlement, pleadings and all other records of this case may be examined and copied any time during regular office hours in the Clerk's Office of the San Diego County Superior Court listed above as "THE COURT." You may obtain general information about the case and records on the San Diego County Superior Court's website at www.sandiego.courts.ca.gov.

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

***IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLEMENT OR ANYTHING IN THIS
NOTICE YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR AT [REDACTED]. YOU
MAY ALSO CONTACT CLASS COUNSEL. ALTERNATIVELY, YOU CAN SEEK ADVICE
FROM YOUR OWN COUNSEL AT YOUR OWN EXPENSE.***

4876-9330-0128.1 / 069084-1025

EXHIBIT B

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LORETO FRANCO, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

PRECISION ONE MEDICAL, INC. a
California corporation, HENRY SCHEIN,
INC., a Delaware corporation, and DOES
1-50, inclusive,

Defendants.

CASE NO.: 25CU001235N

ASSIGNED FOR ALL PURPOSES TO
JUDGE MICHAEL D. WASHINGTON,
DEPT. N-31

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT AND SETTING HEARING
FOR FINAL APPROVAL OF
SETTLEMENT**

1 The Court, having read and considered the papers filed in support of the motion, the proposed
2 class notice and other documents, having considered the arguments of counsel, and good cause
3 appearing therefore,

4 **IT IS HEREBY ORDERED:**

5 1. The Joint Stipulation of Class Action and PAGA Settlement and Release (the
6 “Settlement Agreement” or “Settlement”) of defendants Precision One Medical, Inc. (“Precision
7 One”) and Henry Schein, Inc. (“Henry Schein”) (together, “Defendants”) and Plaintiffs Loreto Franco
8 and Lequouia Wilson (“Named Plaintiffs”) (Defendants and Named Plaintiffs collectively referred to
9 as the “Parties”) (attached as Exhibit __ to the Declaration of [name] in Support of the Motion for
10 Preliminary Approval of Class Action Settlement filed on [date]), is preliminarily approved as the
11 terms of the Settlement Agreement fall within the range of approval as fair, adequate and reasonable.¹
12 Based on a review of the papers submitted by Named Plaintiffs, the Court finds that the Settlement is
13 the result of arms-length negotiations conducted after Named Plaintiffs and/or their counsel
14 adequately investigated the claims and became familiar with the strengths and weaknesses of the
15 claims. The assistance of an experienced mediator in the Settlement process supports the Court’s
16 conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively
17 valid, subject only to any objections that may be raised at the Fairness Hearing and Final Approval by
18 this Court.

19 2. The following persons are conditionally certified as “Class Members” or “Class” for
20 Settlement purposes only: all current and former hourly, non-exempt employees of Precision One
21 Medical, Inc. who were employed by Precision One Medical, Inc. in California at any time during the
22 Class Period beginning on January 7, 2021, through the date of the entry of this order granting
23 preliminary approval (referred to as the “Class Period”) other than those who opt out of the Settlement.

24 3. The proposed Class satisfies the requirements of a class because the members of the
25 Class are readily ascertainable, and a well-defined community of interest exists in the questions of
26 law and fact affecting the Parties.

27 _____
28 ¹ Unless otherwise indicated, the defined terms in this Order are the same as the defined terms in the Settlement Agreement.

4. Named Plaintiffs, Loreto Franco and Leqouia Wilson are appointed as the Class Representatives. Koul Law Firm, APC, is appointed as Class Counsel.

5. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best notice practicable. The proposed Notice of Proposed Class Action and PAGA Settlement ("Class Notice"), attached as Exhibit A to the Settlement Agreement is sufficient to inform Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement and the date and location of the Final Settlement Approval Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Named Plaintiffs' and Class Counsel's applications for the class representatives' enhancement awards, and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the Class Notice and other notice documents.

6. The Court preliminarily approves the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2698, *et seq.* according to the terms and conditions in the Settlement Agreement.

7. ILYM Group, Inc., is appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order, including disseminating the Notice Packet according to the notice plan described in the Settlement Agreement.

8. The procedures and 45-day deadline for members of the Class to request exclusion from or to object to the Settlement, plus an additional 15 days for re-mailed notices, is adopted as described in the Settlement Agreement. Any Class Member who intends to object to final approval of the Settlement Agreement must submit an objection to the Settlement Administrator in accordance with the Settlement Agreement or appear at the hearing on the final approval personally or through counsel to object to the settlement. Any opposition or reply to an objection or the motion for final approval will be due according to Code of Civil Procedure Section 1005 or as directed by the Court if there is a personal appearance at the final approval hearing.

9. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

10. The Motion for Final Approval of the Settlement Agreement, including requests to approve the Class Representative Enhancement payments and Class Counsel's request for attorneys' fees and costs, shall be filed and served no later than [REDACTED].

11. A Final Settlement Approval Hearing will be held on [REDACTED], at [time], to determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to continue the date of the Final Settlement Approval Hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

///

///

///

///

///

///

///

///

///

12. In the event the Settlement is not fully and finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. If the Settlement does not become final for any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances, proceedings and documents related to the proposed settlement and shall have no bearing on, and will not be admissible in connection with litigation, whether through issue preclusion or estoppel or otherwise.

Dated: _____

4855-4387-3438.2 / 069084-1025

HON. MICHAEL D. WASHINGTON
JUDGE, SAN DIEGO COUNTY SUPERIOR
COURT

EXHIBIT C

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LORETO FRANCO, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

PRECISION ONE MEDICAL, INC. a
California corporation, HENRY SCHEIN,
INC., a Delaware corporation, and DOES
1-50, inclusive,

Defendants.

CASE NO.: 25CU001235N

ASSIGNED FOR ALL PURPOSES TO THE
JUDGE MICHAEL D. WASHINGTON,
DEPT. N-31

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF THE SETTLEMENT AND
ENTERING FINAL JUDGMENT**

On [REDACTED], at [REDACTED] a.m., a hearing was held on the motion of Loreto Franco and Leqouia Wilson (“Named Plaintiffs”), for preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release reached between Named Plaintiffs and defendants Precision One Medical, Inc. (“Precision One”) and Henry Schein, Inc. (“Henry Schein”) (together, “Defendants”) (Defendants and Named Plaintiffs are collectively referred to as the “Parties”). This matter having come before this Court for hearing on [REDACTED] at [REDACTED] a.m. on Plaintiffs’ unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), pursuant to the Order Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval of Settlement (“Preliminary Approval Order”), adequate notice having been given as required in said Order, and the Court having considered all papers filed and proceedings had herein, and good cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the action and all parties.
2. Based on a review of the papers submitted by Named Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00), and the terms set forth in the parties’ Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified herein and for purposes of this Order, the terms used in this Order have the meaning assigned to them in the Settlement Agreement and Notice of Proposed Class Action Settlement and Fairness Hearing (“Class Notice”).
3. The Court has determined that the Class Notice provided to the Class pursuant to the Preliminary Approval Order fully and accurately informed all Class Members of the material elements of the proposed Settlement, constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all Class Members.
4. The Court hereby grants full, unconditional and final approval of the Settlement as fair, reasonable and adequate in all respects, determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. The Court further finds that the Settlement

was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendants, or any of them, including the Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

5. Pursuant to California Rule of Court 3.769, this Court makes final the conditional class certification contained in the Preliminary Approval Order, and thus certifies a class defined for settlement purposes only as: all current and former hourly, non-exempt employees of Precision One Medical, Inc. who were employed by Precision One Medical, Inc. in California at any time during the Class Period beginning on January 7, 2021, through [date] (referred to as the "Class Period") other than the following individuals who requested to be excluded from the settlement: [names of opt outs].

6. Plaintiffs are hereby appointed and designated, for all purposes, as the Named Plaintiffs and representative for the Class, and Koul Law Firm, APC is appointed as Class Counsel.

7. The Court hereby finds that the Class Notice and all related documents have been mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately described the terms of the proposed Settlement Agreement, the manner in which Class Members could object to or participate in the Settlement, and the manner in which Class Members could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair opportunity has been afforded to Class Members to participate in the proceedings convened to determine whether the proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

8. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the Class, Named Plaintiffs and Defendants. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an experienced mediator, and all Settlement Class Members, and confers a significant financial benefit to the Class commensurate with the likely recovery if Named Plaintiffs prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure Section 382 and California Rule of Court 3.760, *et seq.* The nature of the claims, the strength of Defendants' defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

9. The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting Final Approval. The Court is satisfied with the settlement administration statistics and the explanation for those statistics provided by ILYM Group, Inc., by way of the Declaration of [REDACTED].

10. The Court also hereby approves payment of up to [REDACTED] (\$) to ILYM Group, Inc., the appointed Settlement Administrator, for the services it has rendered and will render in administering the Settlement as described more fully in the Settlement Agreement, payable pursuant to the Settlement Agreement. The Court also awards \$ [REDACTED] in total to Named Plaintiffs, up to \$ [REDACTED] individually, for each Named Plaintiff as an enhancement and for a general release, payable pursuant to the Agreement.

11. The Court also awards \$ [REDACTED] in Class Counsel fees and \$ [REDACTED] in costs pursuant to Class Counsel's application, payable pursuant to the Agreement.

12. Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby approves allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount to resolve the claims under the Private Attorneys General Act (“PAGA”) and resolve and settle the Settled PAGA Claims, and 65% of that amount, or Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$32,500.00), shall be paid to the California Labor & Workforce Development Agency (“LWDA”), while the remainder shall be paid to PAGA Members as directed in the Settlement Agreement, payable pursuant to the Agreement. Requests for Exclusion will have no impact on the settlement of the claims under the PAGA as approved by the Court. All Settled PAGA claims will be released for all aggrieved employees irrespective of whether a Class Member submits a Request for Exclusion.

13. [REDACTED] shall calculate and administer from the Net Settlement Amount individual Settlement Payments to be made to the Settlement Class Members, attorneys’ fees and costs to Class Counsel, enhancement awards to the Named Plaintiffs, and PAGA payments to the LWDA and PAGA Members, all of which shall be deducted from the Gross Settlement Amount. A total of approximately \$ [REDACTED] will be distributed to the Settlement Class Members. [REDACTED] is hereby directed to take all other actions in furtherance of the settlement administration as specified in the Settlement Agreement.

14. The releases, waivers and covenants not to sue by the Named Plaintiffs and Settlement Class Members, as set forth in the Settlement Agreement (and all corresponding definitions) and in the Class Notice, are approved and are hereby incorporated by reference and made a part of this Order as though fully set forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiffs and Settlement Class Members waive and release the Settled Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiffs and Settlement Class Members are permanently barred jointly and severally from prosecuting against Defendants and Released Parties any and all of the Named Plaintiffs’ and Settlement Class Members’ Settled Claims.

15. The Court approves the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2698, *et seq.* according to the terms and conditions in the Settlement Agreement. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiffs and PAGA Members and the state of California, including the LWDA, waive and release the Settled PAGA Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiffs and PAGA Members, and the state of California, including the LWDA, are permanently barred jointly and severally from prosecuting against Defendants and Released Parties any and all of the Named Plaintiffs' and PAGA Members' and the State of California's Settled PAGA Claims

16. All rights to appeal this Order have been waived except as specifically permitted in the Settlement Agreement.

17. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order or alter or impact any existing arbitration agreements between Defendants and any Class Member or PAGA Member for claims not released by this Order and Judgment.

18. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

19. Without affecting the finality of this Order and Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

20. Notice of entry of this Order shall be given to Class Counsel on behalf of Named Plaintiffs and all Settlement Class Members and included on the website of the Settlement Administrator through the deadline of Settlement Class Members and PAGA Members to cash checks.

///

///

///

21. The deadline for filing a report regarding the distribution of funds pursuant to the Settlement Agreement is [REDACTED].

Dated: _____

HON. MICHAEL D. WASHINGTON
JUDGE, SAN DIEGO COUNTY SUPERIOR
COURT

4870-0807-8750.2 / 069084-1025