

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Melinda Wheeler (a.k.a. Melinda Rainey) and Mallory Dunn (“Plaintiffs”) and defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” means collectively (1) the lawsuit alleging wage and hour violations against Defendant captioned *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV01525, initiated on or about February 18, 2025 and pending in the Superior Court of the State of California, County of Siskiyou, and (2) the lawsuit seeking to recover civil penalties based on alleged wage and hour violations against Defendant captioned *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV02323, initiated on or about March 21, 2025 and pending in the Superior Court of the State of California, County of Siskiyou.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all individuals who are or were employed by Defendant and classified as non-exempt direct employees who worked at least one Workweek in California at any time during the Class Period.
- 1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for attorney’s fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.

- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.10. “Class Notice” or “Class Notice Packet” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period of time from February 18, 2021 through February 8, 2026.
- 1.12. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as the Class Representatives: Melinda Wheeler (a.k.a. Melinda Rainey) and Mallory Dunn.
- 1.13. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and as consideration for the general release of all claims by the Plaintiffs/Class Representatives.
- 1.14. “Court” means the Superior Court of California, County of Siskiyou.
- 1.15. “Defendant” means Siskiyou Hospital, Inc., dba Fairchild Medical Center.
- 1.16. “Defense Counsel” means Mollie M. Burks, Seth Weisburst, and Nima Nayebe of Gorden Rees Scully Mansukhani, LLP.
- 1.17. “Effective Date” means the date by when the Court enters a Judgment on its Order Granting Final Approval of the Settlement.

- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to grant final approval, implement the terms of this Agreement, and enter the Judgment.
- 1.20. “Gross Settlement Amount” means One Million Seven Hundred Thousand Dollars (\$1,700,000) which is the maximum total amount to be paid by Defendant as provided by this Agreement except as may potentially be required by Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment. The Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.
- 1.21. “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.22. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.23. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to

Participating Class Members as Individual Class Payments.

- 1.27. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.28. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.29. “PAGA Group Member(s)” means all individuals who are or were employed by Defendant and classified as non-exempt direct employees in California and worked at least one PAGA Pay Period at any time during the PAGA Period.
- 1.30. “PAGA Notice” means the Plaintiff Wheeler’s letter to Defendant dated January 6, 2025 and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.31. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant in California for at least one day during the PAGA Period.
- 1.32. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Group Members (\$12,250) and the 65% to LWDA (\$22,750) in settlement of PAGA claims.
- 1.33. “PAGA Period” means the period of time from January 6, 2024 through February 8, 2026.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiffs” means Melinda Wheeler (a.k.a. Melinda Rainey) and Mallory Dunn, the named plaintiffs in the operative complaint for the consolidated Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Actions, or either of them, and any additional wage and hour claims that could have reasonably been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures,

statements, omissions or failures to act alleged in the Operative Complaint in the Actions that have arisen during the Class Period. The Released Claims specifically include claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal periods and pay required meal period premiums, (5) failure to provide required rest periods and pay required rest period premiums, (6) failure to provide accurate compliant itemized wage statements, (7) failure to reimburse employees for required expenses, (8) failure to pay sick pay wages, (9) failure to timely pay wages during employment and final wages at termination, and (10) failure to keep requisite payroll records, or by code section, alleged violations of Labor Code §§ 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1194, 1174(d), 1194.2, 1197, 1197.1, 1198, 2100, 2698 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070; applicable IWC Wage Orders; and Business & Professions Code § 17200 *et seq.* Except as expressly set forth in this Agreement, Participating Class Members (other than the Class Representatives) do not release any other claims, including claims not permitted by law to be released as part of this Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period, or Plaintiff Wheeler's individual claims for retaliation and discrimination.

- 1.38. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and/or the PAGA Notice, which occurred during the PAGA Period. This includes claims for civil penalties for violations of Labor Code sections 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2802, and applicable IWC Wage Orders. The Released PAGA Claims do not include claims not permitted by law to be released as part of this settlement, underlying wage and hour claims which are not seeking civil penalties, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.39. "Released Parties" means: Defendant and Defendant's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, managers, shareholders, employees, administrators, fiduciaries, trustees and agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers, and each of their past, present and future officers, directors, managers, shareholders, employees, trustees and agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.
- 1.40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

- 1.41. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice Packet to Class Members and PAGA Group Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired to provide a response.
- 1.42. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant in California as a Class Member for at least one day.

2. RECITALS

- 2.1. On or about January 6, 2025, Plaintiff Wheeler sent the PAGA notice to the LWDA to exhaust administrative remedies under the PAGA for claims for civil penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable IWC Wage Orders.. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff Wheeler became authorized to act as a Private Attorney General on all alleged PAGA claims.
- 2.2. On or about February 18, 2025, Plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the State of California, County of Siskiyou (“Class Action”). The Class Action complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failed to pay sick pay wages in violation of §§ 201-203, 233, 246;
 - (i) Retaliated against Plaintiff Wheeler in violation of Labor Code § 1102.5; and,

- (j) Discriminated and retaliated against Plaintiff Wheeler in violation of FEHA.
- 2.3. On or about March 21, 2025, plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the State of California, County of Siskiyou (“PAGA Action”). The PAGA Action complaint asserted claims that Defendant violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) and sought to recover civil penalties based on the alleged PAGA claims.
- 2.4. On April 8, 2026, the Parties filed a stipulation for leave to file a First Amended Complaint in the Class Action adding the claims from the PAGA Action, clarifying that the Action alleges violations of Labor Code sections 204 and 1174(d), and adding Mallory Dunn as a named Plaintiff. The First Amended Complaint in the Class Action was filed on April 13, 2026.
- 2.5. The First Amended Complaint in the Class Action is the operative complaint in the Actions (the “Operative Complaint”).
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. Through informal discovery, Defendant and Defendant’s Counsel provided Class Counsel with copies of applicable versions of its policies and procedures, employee handbooks, and information on Class Members including, but not limited to, Class Members’ workweeks, total number of Class Members, and pay periods as well as timecard data and payroll reports for a randomly selected sample of Class Members.
- 2.8. After Class Counsel received and analyzed the data, on December 3, 2025, the Parties participated in a day-long mediation with private mediator Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by

Defendant that the claims in the Actions asserted by Plaintiffs or the Class or PAGA Group Members have merit or that Defendant bears any liability to Plaintiffs or the Class or PAGA Group Members on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are aware of the following pending matters or actions asserting claims that will be extinguished or affected by the Settlement: *Lorraine v. Siskiyou Hospital, Inc.*, Case No. 25CV05151, filed on May 30, 2025 and pending in the Superior Court of California, County of Siskiyou.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,700,000, and no more, as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form

1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. In addition, plaintiff Wheeler is separately settling her claims for Retaliation in Violation of Labor Code section 1102.5 and Discrimination and Retaliation in Violation of FEHA, which are the Ninth and Tenth Causes of Action asserted in the Operative Complaint (“Wheeler’s Individual Discrimination and Retaliation Claims”). The payment for the settlement of Wheeler’s Individual Discrimination and Retaliation Claims is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Actions.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$566,666, and a Class Counsel Litigation Expenses Payment of not more than \$28,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Group Members: PAGA Penalties in the amount of \$35,000 to be paid from the Gross Settlement Amount, with 65% (\$22,750) allocated to the LWDA PAGA Payment and 35% (\$12,250) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members’ 35% share of PAGA Penalties (\$12,250) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each

PAGA Group Member's PAGA Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and PAGA Group Member Pay Periods. Based on its records, Defendant has represented that the Class Members collectively worked a total of 114,070 Workweeks at the time of mediation.
- 4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying

information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 30 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or PAGA Group Member's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The

Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, PAGA Group Members and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs’ Release. Plaintiffs/Class Representatives and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the Released Class Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiffs/Class Representatives release the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from their employment with the Defendant, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code (including but not limited to all sections named herein and section 1102.5); (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, *et seq.*; (15) the California Government Code; and (16) the California/IWC Wage Orders, which the Plaintiffs/Class Representatives now have, own

or hold, or claim to have, own or hold, or which the Plaintiffs/Class Representatives at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the Effective Date (collectively “Plaintiffs’ Released Claims” or “Plaintiffs’ Release”). Plaintiffs/Class Representatives may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of Plaintiffs’ Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released Plaintiffs’ Released Claims. Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs’ Release does not extend to Wheeler’s Individual Discrimination and Retaliation Claims (which Plaintiff Wheeler has separately agreed to release in a separate individual agreement with Defendant).

- (a) Plaintiffs’ Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs/Class Representatives, and each of them, expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- (b) Plaintiff Wheeler’s Other Claims. Plaintiff Wheeler represents that she has claim against Defendant other than the Class claims and PAGA claims. These other claims are for Retaliation in Violation of Labor Code section 1102.5 and Discrimination and Retaliation in violation of FEHA as alleged in the Ninth and Tenth Causes of Action of the Operative Complaint which plaintiff Wheeler is separately settling. Class Counsel will file a declaration with the Court affirming that the consideration given for the dismissal of the separate Wheeler’s Individual Discrimination and Retaliation Claims is unrelated to and separate from the settlement of her Class claims and PAGA claims and is based on separate facts and claims.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (as defined in Section 1.39 above) from the Released Class Claims (as defined in Section 1.37 above).
- 6.3. Release of PAGA Claims. All PAGA Group Members (including but not limited to Plaintiffs/Class Representatives) and the LWDA are deemed to release and hereby do

release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (as defined in Section 1.39 above) from the Released PAGA Claims (as defined in Section 1.38 above). PAGA Group Members cannot opt out of this waiver of claims.

- 7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Class Counsel is responsible for preparing and filing a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions, and that Defendant’s Counsel shall cooperate in the preparation of the motion as reasonably necessary and will have a reasonable opportunity to review the motion before it is finalized and filed.

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. Within 14 days of the full execution of this Agreement, Defendant will advise Class Counsel regarding whether they are aware of any other pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement and will also advise Class Counsel as to the number of Class Members and number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any.

7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring

them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion

for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Defendant estimated at mediation that there were 114,070 Workweeks through the time of mediation. If the number of Workweeks at issue provided in the Class Data is more than 12% above the 114,070 workweeks estimate at the end of the Class Period (above 127,758 Workweeks), then the Gross Settlement Amount will increase proportionally for the number of workweeks over 127,058. If, on final calculation, the total number of workweeks during the Class Period is greater than 12% higher than 114,070 workweeks (i.e., greater than 127,758 Workweeks), Defendant, at its option may elect to either increase the Gross Settlement Amount in proportion to the increase above 12% (by paying the proportional amount per Workweeks for those Workweeks over 127,758), or by shortening the Class Period and PAGA Period to correspond to the date when the total Workweeks does not exceed 127,758.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw in writing not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet

and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the

time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

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

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class

Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara

La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Mollie M. Burks
Seth Weisburst
Nima Nayebi
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Tel.: (415) 986-5900
Fax: (415) 986-8054
E-Mail: mburks@grsm.com
sweisburst@grsm.com
nnayebi@grsm.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on December 3, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/15/2026


Melinda Wheeler (May 15, 2026 10:29:30 PDT)

Plaintiff Melinda Wheeler (a.k.a. Melinda Rainey)

Dated: 05/06/2026


Mallory Dunn (May 6, 2026 17:57:49 PDT)

Plaintiff Mallory Dunn

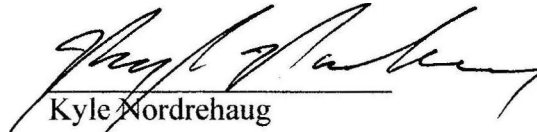
Dated: _____

[name]

For Defendant Siskiyou Hospital, Inc. dba Fairchild Medical
Center

Approval as to form and stated obligations of counsel:

Dated: 5/15/26



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Seth Weisburst
Gordon Rees Scully Mansukhani, LLP
Attorney for Defendant

Dated: _____

Plaintiff Melinda Wheeler (a.k.a. Melinda Rainey)

Dated: _____

Plaintiff Mallory Dunn

Dated: May 12, 2026

DocuSigned by:

Jonathon Andrus

96524B30418B46C

Jonathon Andrus

President and CEO

For Defendant Siskiyou Hospital, Inc. dba Fairchild Medical
Center

Approval as to form and stated obligations of counsel:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: May 12, 2026

Seth Weisburst

Seth Weisburst

Gordon Rees Scully Mansukhani, LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

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

***Wheeler v. Siskiyou Hospital, Inc., et al., Superior Court of the State of California,
County of Siskiyou, Case No. 25CV01525***

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

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs L Melinda Wheeler and Mallory Dunn (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or were employed by Defendant and classified as non-exempt direct employees who worked at least one Workweek in California at any time during the Class Period (February 18, 2021 through February 8, 2026) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or were employed by Defendant and classified as non-exempt direct employees in California and worked at least one PAGA Pay Period at any time during the PAGA Period (January 6, 2024 to February 8, 2026) (“PAGA Group Members”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to PAGA Group Members.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> Workweeks during the Class Period and you worked <<_____>> PAGA Pay Periods.** If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed

to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment (if any is listed). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are a PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also a PAGA Group Member and exclude yourself, you will still be paid your Individual PAGA Payment and

	will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2024 at _____ a.m., at the Siskiyou County Superior Court, located at 411 Fourth Street, Yreka, CA 96097, in Courtroom 2 before Judge _____. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Siskiyou (the “Court”), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or were employed by Defendant and classified as non-exempt direct employees who worked at least one Workweek in California at any time during the Class Period.

The Class Period is February 18, 2021 to February 8, 2026.

2. What is this class action lawsuit about?

On February 18, 2025, Plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the State of California, County of Siskiyou, Case No. 25CV01525 (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to provide wages when due, and failure to pay sick wages.

On March 21, 2025, plaintiff Wheeler filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff Vincent’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* (“PAGA”).

On April 13, 2026, Plaintiffs filed a First Amended Complaint that added the claims from the PAGA Action, clarified that the Action alleges violations of Labor Code sections 204 and 1174(d), and added Mallory Dunn as a named Plaintiff. The First Amended Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff, the Class Members, and the PAGA Group Members were, at all times, properly compensated under California law; that Plaintiff, the Class Members, and PAGA Group Members were provided with meal periods and rest breaks in compliance with California law; Defendant did not fail to pay wages allegedly due during employment and at the time of termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties or monies sought or that could have been sought in the Operative Complaint; or that this Action cannot be maintained as a class or representative action. Defendant has agreed to settle the Action to avoid further litigation and uncertainty.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-

length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Seven Hundred Thousand Dollars (\$1,700,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$17,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$566,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$28,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$15,000 each to the two (2) named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final

amounts to be paid will be decided at the Final Approval Hearing.

- **PAGA Penalties.** A payment of \$35,000 relating to Plaintiff's claim under PAGA, 65% (\$22,750) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 35% (\$12,250) will be distributed to the PAGA Group Members. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 35% share of PAGA Penalties (\$12,250) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period. The PAGA Period is January 6, 2024 to February 8, 2026.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount," shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least **\$1,023,334**. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks worked will be based on Defendant's records however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class

Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor (at their own expense) concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Legal Aid at Work to be the Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined below) from the Released Class Claims. "Released Class Claims" are any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Actions, or either of them, and any additional wage and hour claims that could have reasonably been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Operative Complaint in the Actions that have arisen during the Class Period. The Released Claims specifically include claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal periods and pay required meal period premiums, (5) failure to provide required rest periods and pay required rest period premiums, (6) failure to provide accurate compliant itemized wage statements, (7) failure to reimburse employees for required expenses, (8) failure to pay sick pay wages, (9) failure to timely pay wages during employment and final wages at termination, and (10) failure to keep requisite payroll records, or by code section, alleged violations of Labor Code §§ 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1194, 1174(d), 1194.2, 1197, 1197.1, 1198, 2100, 2698 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070; applicable IWC Wage Orders; and Business & Professions Code § 17200 *et seq.* Except as expressly set forth in the Agreement, Participating Class Members (other than the Class Representatives) do not release any other claims, including claims not permitted by law to

be released as part of this Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all PAGA Group Members (including but not limited to Plaintiffs/Class Representatives) and the LWDA are deemed to release and hereby do release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (defined below) from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and/or the PAGA Notice, which occurred during the PAGA Period. This includes claims for civil penalties for violations of Labor Code sections 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2802, and applicable IWC Wage Orders. The Released PAGA Claims do not include claims not permitted by law to be released as part of this settlement, underlying wage and hour claims which are not seeking civil penalties, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties collectively mean: Defendant and Defendant's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, managers, shareholders, employees, administrators, fiduciaries, trustees and agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers, and each of their past, present and future officers, directors, managers, shareholders, employees, trustees and agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (February 18, 2021 through February 8, 2026).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (January 6, 2024 to February 8, 2026). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Group Members who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Wheeler v. Siskiyou Hospital, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV01525. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler v. Siskiyou Hospital, Inc.*.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV01525, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person or remotely through Zoom - <https://www.siskiyou.courts.ca.gov/remote-court-appearances>. If you need assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Mollie M. Burks
Seth Weisburst
Nima Nayebi
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Courtroom 2 of the Superior Court of California, County of Siskiyou, located at 411 Fourth Street, Yreka, CA 96097, before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning remote appearances and procedures at the Court - <https://www.siskiyou.courts.ca.gov/remote-court-appearances>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler v. Siskiyou Hospital, Inc.*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 25CV01525.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Wheeler v. Siskiyou Hospital, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler v. Siskiyou Hospital, Inc.*. You may

also get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 25CV01525. If you wish to view the Court files in person, you must go to the Clerk's Office at the Superior Court located at 411 Fourth Street, Yreka, CA 96097.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to a Court-approved non-profit organization, which is proposed to be Legal Aid at Work.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

MELINDA WHEELER and MALLORY
DUNN, individually, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

SISKIYOU HOSPITAL, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 25CV01525

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Courtroom: 2

Action Filed: February 18, 2025
Trial Date: Not set

This matter, having come before the Honorable _____ of the Superior Court of the State of California, in and for the County Siskiyou, on _____[DATE], for the motion by Plaintiffs Melinda Wheeler and Mallory Dunn ("Plaintiffs") for preliminary approval of the class settlement with Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the

PRELIMINARY APPROVAL ORDER

1 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
2 Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court preliminarily approves the Class Action and PAGA Settlement
5 Agreement ("Agreement") submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
6 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based
7 on the Court's determination that the Settlement set forth in the Agreement is within the range of
8 possible final approval, pursuant to the provisions of section 382 of the California Code of Civil
9 Procedure and California Rules of Court, rule 3.769.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 3. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars
13 (\$1,700,000). It appears to the Court on a preliminary basis that the settlement amount and terms
14 are fair, adequate and reasonable as to all potential Class Members when balanced against the
15 probable outcome of further litigation and the significant risks relating to certification, liability and
16 damages issues. It further appears that investigation and research have been conducted such that
17 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
18 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
19 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
20 It further appears that the Agreement has been reached as the result of serious and non-collusive,
21 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
22 adequate, and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues.

24 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$28,000, and
26 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
27 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
28

1 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
2 evidence supporting these requests prior to final approval.

3 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
4 certification of a class for settlement purposes only. This stipulation will not be deemed
5 admissible in this or any other proceeding should this Settlement not become final. For settlement
6 purposes only, the Court conditionally certifies the following Class: “all individuals who are or
7 were employed by Defendant and classified as non-exempt direct employees who worked at least
8 one Workweek in California at any time during the Class Period.” The Class Period is from
9 February 18, 2021 through February 8, 2026.

10 6. The Court concludes that, for settlement purposes only, the Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that:
12 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class;
16 (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a
17 class action is superior to other available methods for the efficient resolution of this controversy;
18 and (f) Plaintiffs’ counsel is qualified to act as Class Counsel and the Plaintiffs are adequate
19 representatives of the Class.

20 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
21 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
22 for the Class.

23 8. The Court hereby approves, as to form and content, the Court Approved Notice of
24 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”),
25 as revised and submitted as Exhibit A to the Agreement. The Court finds that the Class Notice
26 appears to fully and accurately inform the Class of all material elements of the proposed
27 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
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1 out request, and of each Class Member's right and opportunity to object to the Settlement. The
2 Court further finds that the distribution of the Class Notice substantially in the manner and form
3 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
4 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
5 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
6 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
7 address, the Administrator will promptly search for a more current address for the Class Member
8 and re-mail the Class Notice Packet to the Class Member no later than seven (7) business days
9 after the receipt of the undelivered Class Notice.

10 9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than
11 fifteen (15) business days after issuance of this Order, Defendant shall provide the Administrator
12 with the Class Data in an electronic spreadsheet. This information will otherwise remain
13 confidential and will not be disclosed to anyone, except as required to applicable taxing
14 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express
15 written authorization or by order of the Court. The Administrator will perform address updates
16 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
17 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
18 Data, the Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail.

19 10. The Court hereby preliminarily approves the proposed procedure for exclusion
20 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
21 from the Class as provided in the Class Notice by following the instructions set forth in the Class
22 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
23 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
24 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
25 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
26 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
27 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
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1 thereon. PAGA Group Members shall be sent their Individual PAGA Payment and will be subject
2 to the release of the Released PAGA Claims regardless of whether they opt-out of the Class.
3 Class Members who have not requested exclusion shall be bound by all determinations of the
4 Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual
5 submitting the request for exclusion, and any attempt to effectuate an opt-out on behalf of any
6 other individual or individuals (including a group, class, or subclass of individuals) is not
7 permitted and will be deemed invalid.

8 11. Any Class Member who has not opted-out may appear at the Final Approval
9 Hearing and may object or express the Member's views regarding the Settlement and may present
10 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
11 and determined by the Court as provided in the Class Notice. Class Members will have until the
12 Response Deadline set forth in the Class Notice to submit their written objections to the
13 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
14 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
15 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
16 objection.

17 12. A Final Approval Hearing shall be held before this Court on _____
18 _____ at _____ in Courtroom 2 of the Siskiyou County Superior Court to
19 determine all necessary matters concerning the Settlement, including: whether the proposed
20 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
21 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
22 Order and Judgment should be entered herein; whether the plan of allocation contained in the
23 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
24 finally approve attorneys' fees and costs, the service awards, and the expenses of the
25 Administrator. The motion for final approval and for attorneys' fees, costs and service awards
26 shall be filed with the Court and served on all counsel no later than sixteen (16) court days before
27 the hearing and shall be heard at the Final Approval Hearing.

1 13. Neither the Settlement nor any exhibit, document, or instrument delivered
2 thereunder shall be construed as a concession or admission by Defendant in any way that the
3 claims asserted have any merit or that this Action was properly brought as a class or representative
4 action, and shall not be used as evidence of, or used against Defendant as, an admission or
5 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
6 omission by Defendant or with respect to the truth of any allegation asserted by any person.
7 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
8 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
9 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
10 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
11 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
12 liability, fault, wrongdoing, omission, concession or damage.

13 14. In the event the Settlement does not become effective in accordance with the terms
14 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
15 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions as of before entering into the Agreement,
17 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
18 including all available defenses and affirmative defenses, and arguments that any claim in the
19 Action could not be certified as a class action and/or managed as a representative action. In such
20 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
21 referred to in litigation for any purpose.

22 15. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Agreement without further notice to Class Members and
24 retains jurisdiction to consider all further applications arising out of or connected with the
25 proposed Settlement.

26 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
27 further orders of the Court at the Final Approval Hearing.

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IT IS SO ORDERED.

Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

MELINDA WHEELER and MALLORY
DUNN, individually, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

SISKIYOU HOSPITAL, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 25CV01525

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon.
Courtroom:

Action Filed: February 18, 2025
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Melinda Wheeler and Mallory Dunn (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”), attorneys’ fees
4 and costs, service payments, and the expenses of the Administrator duly came on for hearing on
5 _____ before the Honorable _____.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Siskiyou, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Seven Hundred
16 Thousand Dollars (\$1,700,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about
4 _____. Mailing of the Class Notice to their last known addresses was the best notice
5 option under the circumstances and was reasonably calculated to communicate actual notice of the
6 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
7 fully and accurately informed the Class Members of all material elements of the proposed
8 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
9 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was _____, which was extended by 14 days for re-mailed Class
15 Notices. There was an adequate interval between mailing of the Class Notice and the response
16 deadline to permit Class Members to choose what to do and act on their decision. A full
17 opportunity has been afforded to the Participating Class Members to participate in this hearing,
18 and all Participating Class Members and other persons wishing to be heard have been heard. Class
19 Members also have had a full and fair opportunity to exclude themselves from the proposed
20 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
21 timely and properly submit a request for exclusion are bound by the Settlement and this Final
22 Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
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1 of wage and hour representative and class actions. There has been no collusion between the
2 Parties in reaching the proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
23 by Class Counsel's lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ each to the Plaintiffs is reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
2 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
8 Penalties, generate and issue any required tax reporting forms, calculate withholdings and perform
9 the other remaining duties set forth in the Agreement. The Administrator has documented
10 \$_____ in fees and expenses, and this amount is reasonable in light of the work performed by
11 the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
14 Amount of \$35,000, which shall be allocated \$22,750 to the LWDA as the LWDA's 75% share of
15 the settlement of civil penalties paid pursuant to the PAGA and \$12,750 to be distributed to the
16 alleged Aggrieved Employees ("PAGA Group Members") based on their respective pay periods
17 worked during the PAGA Period, which is January 6, 2024 to February 8, 2026. The PAGA
18 Group Members are all individuals who are or were employed by Defendant and classified as non-
19 exempt direct employees in California and worked at least one PAGA Pay Period at any time
20 during the PAGA Period. The Court finds the PAGA Penalties to be reasonable. All PAGA
21 Group Members will be sent their share of the PAGA Penalties and will be subject to the release
22 of the Released PAGA Claims as set forth below, whether or not they opt out of the Class.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The certification of the Class for the purposes of settlement (only) is confirmed.
27 The Class is defined as follows:

1 All individuals who are or were employed by Defendant and classified as non-
2 exempt direct employees who worked at least one Workweek in California at any
time during the Class Period.

3 The Class Period is February 18, 2021 through February 8, 2026.

4 16. All persons who meet the foregoing definition are members of the Class or Class
5 Members, except for those individuals who submitted a valid request for exclusion (“opt out”)
6 from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund
9 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
10 the Administrator no later than thirty (30) days after the Effective Date.

11 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
12 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
13 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

14 19. The payment of the Class Representative Service Payments in the amount of \$
15 _____ each to the Plaintiffs is approved.

16 20. The payment of \$_____ to the Administrator for their fees and expenses
17 is approved.

18 21. The PAGA Penalties of \$35,000 is approved and shall be allocated in accordance
19 with the Agreement.

20 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
23 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
24 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
25 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
26 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
27 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
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1 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
2 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
3 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
4 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
5 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
6 Released PAGA Claims.

7 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members. Plaintiffs shall serve this Final Approval Order and Judgment on
12 the LWDA.

13 24. If the Agreement does not become final and effective in accordance with the terms
14 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
15 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
16 revert to their respective positions as of before entering into the Agreement, and expressly reserve
17 their respective rights regarding the prosecution and defense of this Action, including all available
18 defenses and affirmative defenses, and arguments that any claim in the Action could not be
19 certified as a class action and/or managed as a representative action.

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21 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

22 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
23 Plaintiffs, and all members of the Class, shall take nothing in the Action.

24 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
25 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
26 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
27 arising from or in connection with the distribution of settlement benefits.

1 27. The Parties are authorized to agree to and to adopt such amendments, modifications
2 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
3 Final Approval Order and Judgment and as approved by the Court.

4 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
5 provided in the Agreement and in this Final Approval Order and Judgment.

6 29. As of the Effective Date and upon full funding of the Gross Settlement Amount by
7 Defendant, all Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release the Released Parties (defined below) from the Released Class Claims. "Released Class
10 Claims" are any and all claims, charges, complaints, liens, demands, causes of action, obligations,
11 damages and liabilities, known or suspected, that each participating class member had, now has, or
12 may hereafter claim to have against the Released Parties, and that were asserted in the Actions, or
13 either of them, and any additional wage and hour claims that could have reasonably been brought
14 based on the facts alleged in the Operative Complaint in either or both of the Actions, through the
15 Class Period, or that arise from or could have been asserted based on any of the facts,
16 circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or
17 failures to act alleged in the Operative Complaint in the Actions that have arisen during the Class
18 Period. The Released Claims specifically include claims for (1) unfair competition, (2) failure to
19 pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal
20 periods and pay required meal period premiums, (5) failure to provide required rest periods and
21 pay required rest period premiums, (6) failure to provide accurate compliant itemized wage
22 statements, (7) failure to reimburse employees for required expenses, (8) failure to pay sick pay
23 wages, (9) failure to timely pay wages during employment and final wages at termination, and
24 (10) failure to keep requisite payroll records, or by code section, alleged violations of Labor Code
25 §§ 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1194,
26 1174(d), 1194.2, 1197, 1197.1, 1198, 2100, 2698 *et seq.*, 2802, California Code of Regulations,
27 Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070; applicable IWC
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1 Wage Orders; and Business & Professions Code § 17200 *et seq.* Except as expressly set forth in
2 the Agreement, Participating Class Members (other than the Class Representatives) do not release
3 any other claims, including claims not permitted by law to be released as part of this Settlement,
4 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
5 Act, unemployment insurance, disability, social security, workers' compensation, claims based on
6 facts occurring outside the Class Period.

7 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
8 Defendant, all PAGA Group Members (including but not limited to Plaintiffs/Class
9 Representatives) and the LWDA are deemed to release and hereby do release, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, the Released Parties (defined below) from the Released
12 PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were
13 alleged, or reasonably could have been alleged, based on the facts and claims stated in the
14 Operative Complaint and/or the PAGA Notice, which occurred during the PAGA Period. This
15 includes claims for civil penalties for violations of Labor Code sections 201-203, 204 *et seq.*, 210,
16 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2802,
17 and applicable IWC Wage Orders. The Released PAGA Claims do not include claims not
18 permitted by law to be released as part of this settlement, underlying wage and hour claims which
19 are not seeking civil penalties, claims for wrongful termination, discrimination, unemployment
20 insurance, disability and worker's compensation, and claims outside of the PAGA Period.

21 31. The Released Parties collectively mean: Defendant and Defendant's affiliates,
22 parents, and each of their company-sponsored employee benefit plans, and their respective
23 successors and predecessors in interest, all of their respective officers, directors, managers,
24 shareholders, employees, administrators, fiduciaries, trustees and agents, principals, heirs,
25 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers, and each of
26 their past, present and future officers, directors, managers, shareholders, employees, trustees and
27 agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers,

1 and reinsurers.

2 32. As of the Effective Date, Plaintiffs generally release and discharge Defendant and
3 the Released Parties from the Plaintiffs' Release as set forth fully in paragraph 6.1 of the
4 Agreement.

5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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7 Dated: _____

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HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT