CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Maybelyn Ugale and Brittny Swoopes ("Plaintiffs") and Stanford Health Care Tri-Valley ("Defendant," which includes without limitation the entities named as defendants in the filed complaints brought by Plaintiffs: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and Stanford Health Care Tri-Valley).[1] The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

<u>1. DEFINITIONS</u>.

1.1. "Actions" means collectively the Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Ugale v. Stanford Health Care, et al.,*[2] Alameda County Superior Court, Case No. RG21092943 ("*Ugale* Lawsuit"), filed March 19, 2021, and *Swoopes v. Stanford Health Care Tri-Valley,* Alameda County Superior Court, Case No. 23CV040727 ("*Swoopes* Lawsuit"), filed August 15, 2023.

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 (not to exceed $25,000 except for a showing of good cause and as approved by the Court).

1.4. "Class" means all persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2017, up to October 22, 2024.

1.5. "Class Counsel" means James R. Hawkins, Isandra Y. Fernandez, and Lance Dacre from James Hawkins APLC and Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini from Shimoda & Rodriguez Law, PC.

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

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[1] Stanford Health Care Tri-Valley is formerly known as, and was sued under, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare. As such, Stanford Health Care Tri-Valley is the only entity defendant named still existing, though this Agreement releases and resolves claims brought against each of the named defendants in the Actions.

[2] The *Ugale* Lawsuit incorrectly named Stanford Health Care as a defendant. Stanford Health Care was subsequently dismissed as a named defendant.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as **Exhibit 1** and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from March 19, 2017, up to October 22, 2024.

1.12. “Class Representatives” means named Plaintiffs Maybelyn Ugale and Brittny Swoopes.

1.13 “Class Representatives’ Released Claims” mean means the claims being released as described in Paragraph 6.1 below.

1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions, providing services in support of the Actions, and as consideration for the general release of all claims by the Class Representatives.

1.15. “Court” means the Superior Court of California, County of Alameda.

1.16. “Defendant” means Stanford Health Care Tri-Valley, formerly known as and sued under The Hospital Committee for the Livermore-Pleasanton Areas D/B/A Stanford Health Care-ValleyCare, and includes without limitation the entities named as defendants in the filed complaints brought by Plaintiffs in the Actions: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and Stanford Health Care Tri-Valley.

1.17. “Defense Counsel” means Michael Bruno, Seth Weisburst, and Rachel Wintterle of Gordon Rees Scully Mansukhani, LLP.

1.18. “Effective Date” is the day of Final Approval unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the sixtieth (60th) calendar day after the Final Approval provided no appellate proceeding has been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement as to both Actions.

1.22. “Gross Settlement Amount” means Three Million Five Hundred Thousand Dollars ($3,500,000), which is the maximum total amount to be paid by Defendant as provided by this Agreement except as may potentially be required by Paragraph 5 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 Payment, and the Administration Expenses Payment.

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

1.24. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

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

1.31. "PAGA Group Member(s)" means all persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2020, up to October 22, 2024.

1.32 "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 calculation of a PAGA Group Member's pay periods and a determination as to whether a PAGA Group Member was actively employed in California in a particular pay period shall be construed from Defendant's records

1.33. "PAGA Notice" means collectively Plaintiff Ugale's letter on or about March 19, 2021 and Plaintiff Swoopes' letter on or about July 28, 2023, both submitted to the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of $150,000, allocated 25% to the Aggrieved Employees ($37,500) and the 75% to LWDA ($112,500) in settlement of PAGA claims.

1.35 "PAGA Period" means the period from March 19, 2020, up to October 22, 2024.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs” means Maybelyn Ugale and Brittny Swoopes, the named plaintiffs in the Actions.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.42. “Released Parties” means: Defendant, as well as Defendant’s affiliates, parents, and each of their company-sponsored employee benefit plans, their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers. “Released Parties” also expressly includes (but is not limited to) Rick Shumway, Diane Grunsky, and Kyle Wichelmann, who were named in Plaintiff Swoopes’ filed complaint and letter to the LWDA.

1.43. “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.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice to Class Members and PAGA Group Members, and shall be the last date on which: (a) Class Members may fax, email, or mail Requests for Exclusion from the Settlement, (b) Class Members may mail his or her Objection to the Settlement, or (c) Class Members and PAGA Group Members may mail any dispute regarding the number of Workweeks or PAGA Pay Periods assigned to them. Class Members and PAGA Group Members to whom Class Notices Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to provide a response.

1.45. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley for at least one day, during the Class Period.

<u>2. RECITALS</u>.

2.1. On or about March 19, 2021, Plaintiff Ugale sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages; and (5) the knowing and intentional failure to comply with itemized employee wage statement provisions. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff Ugale became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.2. On or about March 19, 2021, Plaintiff Ugale filed a class action Complaint in Alameda County Superior Court on behalf of herself and Class Members alleging claims for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages; (5) the knowing and intentional failure to comply with itemized employee wage statement provisions; and (6) violation of unfair competition law. Plaintiff Ugale filed a First Amended Complaint on September 7, 2021, to add a PAGA cause of action based on the violations alleged in the March 19, 2021 notice to the LWDA on behalf of herself and PAGA Group Members. On or about February 16, 2022, Plaintiff Ugale filed a Request for Dismissal against the improperly named defendant Stanford Health Care. This Court subsequently granted the Request for Dismissal.

2.3 On July 28, 2023, Plaintiff Swoopes sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or pay premiums in lieu thereof; (4) failure to provide rest periods or pay premiums in lieu thereof; (5) failure to provide accurate wage statements; (6) failure to pay final wages; (7) failure to pay reimbursements for expenses; (8) failure to maintain accurate records; (9) failure to provide paid sick leave; (10) untimely payment of wages; and (11) violation of Labor Code section 558. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff Swoopes became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.4 On or about August 15, 2023, Plaintiff Swoopes filed a class action Complaint in Alameda County Superior Court on behalf of herself and Class Members alleging claims for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse expenses; (8) untimely payment of wages; and (9) unfair competition. Plaintiff Swoopes filed a First Amended Complaint on October 17, 2023, to add a PAGA cause of action based on the violations alleged in the July 28, 2023 notice to the LWDA on behalf of herself and PAGA Group Members.

2.5. Through formal and informal discovery, Defendant and Defendant's Counsel provided Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, 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.

2.6. After Class Counsel received and analyzed the data, the Parties participated in a lengthy mediation with private mediator Tripper Ortman on October 22, 2024. At the conclusion of the mediation, the Parties were unable to able to come to a resolution.

2.7. On December 3, 2024, the Court ordered that the *Ugale* Lawsuit and the *Swoopes* Lawsuit be consolidated for pre-trial purposes only, requiring that all new filings should be filed in the earlier filed case, *i.e.* the *Ugale* Lawsuit.

2.8. Defendant denies the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged in the Actions.

2.9. Through extensive post-mediation negotiations and discussions facilitated by the mediator, the Parties were able to come to a global resolution as a result of a mediator's proposal. Thereafter, the Parties continued to negotiate the details of the settlement through a Memorandum of Understanding and, later, this Agreement.

2.10. Discussions between Plaintiffs and Class Counsel, between counsel for the Parties, document productions, extensive legal analysis, the provision of information by Defendant to Plaintiffs and the detailed analysis of the records, including expert analysis, have permitted each side to assess the relative merits of the claims and the defenses to those claims.

2.11. This Agreement represents a compromise and settlement of highly disputed claims set forth in the Actions. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class 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 this 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.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 5 below, Defendant promises to pay $3,500,000, and no more, as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 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 from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representatives Service Payments to the Class Representatives of not more than $10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the final approval motion to be filed in the *Ugale* Lawsuit obtaining approval of this Settlement as to both Actions, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a 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.

3.2.2. 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 $1,166,667 and a Class Counsel Litigation Expenses Payment of not more than $40,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. As part of the final approval motion, Plaintiffs and/or Class Counsel will seek Court approval for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or 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 Plaintiffs' 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. The Class Counsel Payment shall be made as follows: 65% to James Hawkins, APLC and 35% to Shimoda & Rodriguez Law, PC. Class Counsel Litigation Expenses Payments shall be made to the firm that incurred the expenses.

3.2.3. <u>To the Administrator</u>: An Administrator Expenses Payment not to exceed $25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $25,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. <u>To the LWDA and Aggrieved Employees</u>: PAGA Penalties in the amount of $150,000 to be paid from the Gross Settlement Amount, with 75% ($112,500) allocated to the LWDA PAGA Payment and 25% ($37,500) allocated to the Individual PAGA Payments.

> 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Penalties ($37,500) 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. Payments to PAGA Group Members shall be allocated as 100% civil penalties. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
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> 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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

> 3.2.5.1. <u>Tax Allocation of Individual Class Payments</u>. 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 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to tax 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.
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> 3.2.5.2. <u>Effect of Non-Participating Class Members on Calculation of Individual Class Payments</u>. 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 AND PAYMENTS.

4.1. Funding of 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 thirty (30) calendar days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) 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. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment are subject to any Court imposed limitation wherein a portion of the total attorney's fee be held in the QSF pending the submission and approval of a final compliance status report after completion of the distribution process. Any remaining amount so withheld shall be paid to Class Counsel within seven (7) calendar days after the Court's approval of a final compliance status report.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all 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 those for whom a 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.2.2. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and PAGA Group Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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 Participating Class Members or PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member or PAGA Group Member whose original check was lost or misplaced, requested by the Participating Class Member or PAGA Group Member prior to the void date.

4.2.3. For any Participating Class Member or PAGA Group 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 the non-profit organization Legal Aid At Work under the doctrine of *cy pres* thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

<u>5. ESCALATOR CLAUSE.</u> Defendant estimated at mediation that there were 410,000 Workweeks through the time of mediation. In the event the number of Workweeks during the Class Period is more than 430,500 (*i.e*., greater than 5% more than 410,000), then Defendant may elect to either (a) increase the Gross Settlement Amount proportionally for the Workweeks in excess of 430,500 (for example, if the number of workweeks during the Class Period increased by 6.2%, then the Gross Settlement Amount would be increased by 1.2%), or (b) shorten the Class Period to the date the five percent (5%) cushion is exhausted. To the extent Defendant chooses to shorten the Class Period, the PAGA Period shall be similarly shortened to end on the same date.

<u>6. RELEASES OF CLAIMS</u>. On the Effective Date, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1. <u>Class Representatives' Release</u>. Plaintiffs/Class Representatives and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from any and all of the Released Class Claims, whether known or unknown, suspected or unsuspected, contingent or noncontingent, which now exist, or 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, the 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 Defendants, 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; (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 Wage Orders, which the Class Representatives (or any of them) now have, own or hold, or claim to have, own or hold, or which the Class Representatives (or any of them) at any time 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 of this Agreement. The 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 the Class Representatives' 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 the Class Representatives' Released Claims.

6.1.1. Class Representatives' Waiver of Rights Under Civil Code Section 1542. In exchange for the consideration provided to them under the Agreement, Class Representatives agree that, for good and valuable consideration, they are expressly waiving and relinquishing any and all provisions, rights and benefits, if any, they may have under California Civil Code section 1542, which provides as follows:

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.

6.2. <u>Release by Participating Class Members</u>: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that are alleged in the Operative Complaint in either or both of the Actions, and any additional wage and hour claims that could have been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period. The Released Class Claims specifically include claims for (1) Failure to Pay Lawful Wages [off the clock, overtime, minimum wage]; (2) Failure to Provide Timely Meal Periods; (3) Failure to Pay Meal Period Premiums and Overtime at the Regular Rate of Pay; (4) Failure to Provide Timely Rest Breaks; (5) Failure to Pay All Wages Owed at Separation; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Untimely Payment of Wages; and (9) California Unfair Competition Law. The specific statutes released include but are not limited to Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq*., 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders, including but not limited to No. 5-2001; California Code of Regulations, Title 8, section 11050 *et seq*.; and Business & Professions Code section 17200, *et. seq.* This release excludes the release of claims not permitted by law.

6.3. Release of PAGA Claims: Plaintiffs, on behalf of the LWDA, and the LWDA will release all Released Parties from any and all claims for civil penalties brought under the PAGA, California Labor Code §§ 2698 *et seq*., that were asserted in Plaintiffs' PAGA Notice letters to the LWDA and any additional wage and hour claims for civil penalties under the PAGA that could have been brought based on the facts alleged in Plaintiffs' PAGA Notice letters to the LWDA covering the PAGA Period. This includes but is not limited to claims for civil penalties for violations of Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq*., 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and applicable IWC Wage Orders, including but not limited to No. 5-2001. This release excludes the release of claims not permitted by law. PAGA Group Members cannot opt out of this waiver of claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties will cooperate in the preparation and filing of the motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval (through a Motion for Preliminary Approval of this Settlement of both Actions to be filed in the *Ugale* Lawsuit), including: (a) 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)); and (b) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; 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.

7.2. Responsibilities of Counsel. The Parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Class Counsel shall be responsible for drafting the Court approval paperwork. Class Counsel shall provide a draft of the Preliminary Approval documents within fourteen (14) days after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within fourteen (14) days after receipt of the Preliminary Approval documents from Class Counsel. Class Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) days of September 23, 2025, the date the Memorandum Of Understanding was fully executed.

7.3 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 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 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.

8.4.1. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously 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.

8.4.2. 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 Group Members, Workweeks, and PAGA Pay Periods in the Class Data. Prior to mailing the Class Notice, Class Counsel shall be able to review the breakdown of Workweeks, PAGA Pay Periods, and estimated Individual Class Payment and/or Individual PAGA Payment for quality assurance provided the personal identifying information is redacted and/or omitted. Class Counsel's review shall be completed within two (2) business days and in no event shall this review result in any delay of the mailing of the Class Notice on the timeline set forth in Section 8.4.3.

8.4.3. Using best efforts to perform as soon as possible, and in no event later than fourteen (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 1**. 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 used to calculate these amounts. Before mailing Class Notices, the

Administrator shall update Class Member addresses using the National Change of Address database.

8.4.4. Not later than three (3) business 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.

8.4.5. The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise 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.

8.4.6. If the Administrator, Defendant, 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 fourteen (14) calendar days after the Response Deadline.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. 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 forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar 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 and signed by the Class Member. PAGA Group Members cannot request exclusion from the PAGA Settlement Amount, PAGA Released Claims, or any portion of the Settlement related to PAGA.

8.5.2. 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, signed by the Class Member, 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. 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 but subject to court approval.

8.5.3. 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' Release under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. 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. Non-Participating Class Members who are also PAGA Group Members will still be paid their Individual PAGA Payment and will be deemed to release the claims identified in Paragraph 6.3 of this Agreement. 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 fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of 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 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge but subject to court review. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. 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.

8.7.2. 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 fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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.

8.8.1. 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.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) calendar 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, as required by the Court, of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3. 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 PAGA 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.

8.8.4. Administrator's Declaration. Not later than fourteen (14) 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.

8.8.5. Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in 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 seven (7) calendar 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.

9. 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, 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 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar 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.

10. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court in the *Ugale* Lawsuit, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (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 seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. 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 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. 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 solely for purposes of (a) enforcing this Agreement and/or Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgement matters as are permitted by law.

10.4. Waiver of 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 reflected 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.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis (50-50), any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1. <u>No Admission of Liability, Class Certification or Representative Manageability for Other Purposes</u>. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint 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 enter Judgment, 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).

12.2. <u>No Publicity:</u> Class Representatives and Class Counsel all agree not to issue a press release or otherwise notify the media about the terms of the Agreement or advertise or market any of the terms of the Agreement through written, recorded, or electronic communications. In addition, Class Counsel will not put details about the settlement on their websites, unless no reference is made to the case name or Defendant or the Released Parties. If Class Representatives and Class Counsel are contacted regarding this case, they will take reasonable steps to determine whether the contacting party is a member of the Class. If the contacting party is not a Class Member or the legal representative of a Class Member, they will state only that the lawsuit exists and has been resolved. However, this will not prevent Class Counsel from undertaking required submissions and disclosures that are required to obtain approval of the settlement and carry out their duties as Class Counsel to communicate with class members.

12.3. <u>No Solicitation</u>. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the 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.

12.4. <u>Integrated Agreement</u>. 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.

12.5. <u>Attorney Authorization</u>. 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.

12.6. <u>Cooperation</u>. 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.

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

12.8. No Tax Advice. Neither Plaintiffs, 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.

12.9. 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.

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

12.11. 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.

12.12. 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.

12.13. 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.

12.14. 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 ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15. 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.

12.16. 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.

12.17. 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:

Isandra Y. Fernandez
Lance Dacre
James Hawkins APLC
9800 Research Dr
Irvine, CA 92618

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

12.18. 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.

12.19. 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.

13. EXECUTION BY PARTIES. The Parties hereby execute this Agreement:

Date: 11/5/2025

Signed by:
Maybelyn Ugale
AB5FF8375938 48C...
Plaintiff Maybelyn Ugale

Date: 10/28/2025

Brittny Swoopes (Oct 28, 2025 16:29:59 PDT)
Plaintiff Brittny Swoopes

Date: ____________

By:
Defendant Stanford Health Care Tri-Valley

To Plaintiffs:

Isandra Y. Fernandez
Lance Dacre
James Hawkins APLC
9800 Research Dr
Irvine, CA 92618

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

12.18. 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.

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13. EXECUTION BY PARTIES. The Parties hereby execute this Agreement:

Date: ______________

____
Plaintiff Maybelyn Ugale

Date: ______________

____
Plaintiff Brittny Swoopes

October 27, 2025
Date: ______________

Signed by:
Misty Jones
216C534199AB4D4...
____
By: Misty Jones
Defendant Stanford Health Care Tri-Valley

Approval as to form:

Date: 11/05/2025

James Hawkins
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff Maybelyn Ugale

Date: 10-28-25

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Brittny Swoopes

Date: ______________

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Attorneys for Defendant Stanford Health Care Tri-Valley

Approval as to form:

Date: ______________

____
James Hawkins
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff Maybelyn Ugale

Date: ______________

____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Brittny Swoopes

Date: October 28, 2025

Seth Weisburst
____
Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Attorneys for Defendant Stanford Health Care Tri-Valley

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF ALAMEDA

MAYBELYN UGALE on behalf of herself and all others similarly situated, Plaintiff, vs. STANFORD HEALTH CARE, a California corporation; THE HOSPITAL COMMITTEE for the LIVERMORE-PLEASANTON AREAS d/b/a STANFORD HEALTH CARE-VALLEYCARE, a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. RG21092943 COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ATTENTION: All persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2017, up to October 22, 2024 (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Alameda County Superior Court ("Court") granting Plaintiffs' motion for preliminary approval of a Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Maybelyn Ugale and Brittny Swoopes ("Plaintiffs" or "Class Representatives"), and Defendants Stanford Health Care Tri-Valley, formerly known as and sued under The Hospital Committee for the Livermore-Pleasanton Areas D/B/A Stanford Health Care-ValleyCare, and includes without limitation the entities named as defendants in the filed complaints brought by Plaintiffs in the Actions: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and Stanford Health Care Tri-Valley ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked ______ weeks between March 19, 2017, up to October 22, 2024 ("Class Period"), which means your total share of the settlement proceeds is estimated to be _______. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 19, 2021, Plaintiff Maybelyn Ugale filed a class action Complaint against Defendants in the Alameda County Superior Court of California, Case No. RG21092943, on behalf of herself and Class Members ("*Ugale* Lawsuit"). On August 15, 2023, Plaintiff Brittny Swoopes also filed a class action Complaint against Defendants in the Alameda County Superior Court of California, Case No. 23CV040727, on behalf of herself and Class Members ("*Swoopes* Lawsuit"). The term "Action" as used in this notice will refer to both the *Ugale* Lawsuit and the *Swoopes* Lawsuit.

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, attorney's fees, and costs on behalf of themselves, Class Members, and PAGA Group Members. Plaintiffs alleged that Defendants violated California law by (1) failing to pay lawful wages, including overtime wages and minimum wages; (2) failing to provide lawful meal periods or compensation in lieu thereof; (3) failing to provide lawful rest periods or compensation in lieu thereof; (4) failing to pay final wages at termination; (5) knowingly and intentionally failing to comply with itemized employee wage statement provisions; (6) failing to pay reimbursements for expenses; (7) failing to maintain accurate records; (8) failing to provide sick leave; (9) failing to timely pay wages; (10) engaging in unfair competition; (11) violation of Labor Code section 558. Plaintiffs also alleged claims under the Private Attorneys General Act ("PAGA") based on these alleged violations. Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a global settlement of the claims alleged in the Action. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve the Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members. The Agreement also applies to PAGA Group Members, which are defined as all persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2020, up to October 22, 2024. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Group Members cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. PAGA Group Members will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. <u>SUMMARY OF THE PROPOSED SETTLEMENT</u>

A. <u>The Amount of the Settlement</u>

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Three Million Five Hundred Thousand Dollars ($3,500,000) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorney's costs not to exceed $40,000, Administrator Expenses Payment not to exceed $25,000, a Class Representative Service Payment to each of the Class Representatives' not to exceed $10,000, and $150,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the $150,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Group Members.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount ("Individual Class Payment") and PAGA Payment ("Individual PAGA Payment") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.,* those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on PAGA Group Members' allocations for the PAGA claim.

B. <u>Individual Settlement Amounts and Allocation Between Class Members and PAGA Group Members</u>

Defendants will pay Individual Class Payments and Individual PAGA Payments through the Administrator, as described below, to each Participating Class Member and to PAGA Group Members. All such payments will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will be issued and 20% for disputed wages for which an IRS Form W-2 will be issued. The PAGA Payment to PAGA Group Members will be paid as 100% for civil penalties for which an IRS Form 1099-MISC will be issued.

Payment to Participating Class Members and PAGA Group Members will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each PAGA Group Member's share of the 25% portion of the PAGA Payment will be determined by dividing their total PAGA Pay Periods by the total PAGA Pay Periods worked by all PAGA Group Members.. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Group

Member's individual share. The PAGA Period is defined as March 19, 2020, up to October 22, 2024. Defendants' records indicate that you worked ______ Pay Periods during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be _______. This amount is included in your estimated amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of Individual Class Payments and/or Individual PAGA Payments will not entitle any Class Member or PAGA Group Member to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek and/or Pay Period Disputes

For each Class Member and PAGA Group Member, the amount payable will be calculated by the Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Administrator. Defendants' records and any additional evidence will be reviewed by the Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member and/or the pay periods worked by an individual PAGA Group Member. If a Class Member and/or PAGA Group Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks and/or pay periods must be submitted in support of the dispute. The dispute must (a) state the Class Member's and/or PAGA Group Member's full name and date of birth; (b) identify the nature of the dispute; (c) provide any information or documentation supporting the dispute; (d) identify the case name and number (*i.e. Ugale, et al. v. Stanford Health Care, et al.*, Case No. RG21092943); (e) be signed; and (f) be post-marked no later than _________. The dispute will be resolved by the Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and PAGA Group Members, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that are alleged in the Operative Complaint in either or both of the Actions, and any additional wage and hour claims that could have been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period. The Released Class Claims specifically include claims for (1) Failure to Pay Lawful Wages [off the clock, overtime, minimum wage]; (2) Failure to Provide Timely Meal Periods; (3) Failure to Pay Meal Period Premiums and Overtime at the Regular Rate of Pay; (4) Failure to Provide Timely Rest Breaks; (5) Failure to Pay All Wages Owed at Separation; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Untimely Payment of Wages; and (9) California Unfair Competition Law. The specific statutes released include but are not limited to Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq*., 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders, including but not limited to No. 5-2001; California Code of Regulations, Title 8, section 11050 *et seq*.; and Business & Professions Code section 17200, *et. seq.* This release excludes the release of claims not permitted by law.

PAGA Group Members will be deemed to have released will release all Released Parties from any and all claims for civil penalties brought under the PAGA, California Labor Code §§ 2698 *et seq*., that were asserted in Plaintiffs' PAGA Notice letters to the LWDA and any additional wage and hour claims for civil penalties under the PAGA that could have been brought based on the facts alleged in Plaintiffs' PAGA Notice letters to the LWDA covering the PAGA Period. This includes but is not limited to claims for civil penalties for violations of Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq*., 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and applicable IWC Wage Orders, including but not limited to No. 5-2001. This release excludes the release of claims not permitted by law. PAGA Group Members cannot opt out of this waiver of claims.

The individuals and entities released ("Released Parties") include Defendants, as well as Defendants' affiliates, parents, and each of their company-sponsored employee benefit plans, their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers. "Released Parties" also expressly includes (but is not limited to) Rick Shumway, Diane Grunsky, and Kyle Wichelmann, who were named in Plaintiff Swoopes' filed complaint and letter to the LWDA.

Class Members and/or PAGA Group Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by _________. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Administrator. The request to opt-out must reasonably communicate your election to be excluded from the Settlement (*e.g.* a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement) and include your name, address, and email address or telephone number. To be valid, you must sign the request to opt out and return it no later than __________. Responses by mail are deemed timely if they are post marked by not later than this date. The request to opt out may be mailed by First Class U.S. Mail, or the equivalent, emailed, or faxed to:

[admin info]

If you submit a request to opt out by ____, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. PAGA Group Members cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection to the Administrator by mail, email, or by fax as listed in Section III.B.

Additionally, or in the alternative to sending a written objection to the Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith resolving both Actions. A notice of entry of judgment will be filed with the Court and available online at [web address]. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and PAGA Group Member, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare and/or Stanford Health Care Tri-Valley in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23, [address] on _____ at _____ to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Administrator Expenses Payment, and the Class Representative Service Payments. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at [web address]. Additionally, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, such as the René C. Davidson Courthouse and the Hayward Hall of Justice. To view the Register of Actions, go to the "Search" tab at the top of the page, then select the "Search by Case Number" enter the case number, select "Search" and click the link to the case name. You will see the Register of Actions and more.

You can also contact Class Counsel or Defendants' Counsel as follows:

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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT