

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiff Sakeena Begum, individually and on behalf of all others similarly situated, and Defendants Viant Medical, LLC and MedPlast Engineered Products, Inc., and is approved as to form by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" refers to the cases entitled *Sakeena Begum v. Viant Medical, LLC; MedPlast Engineered Products, Inc.*, Alameda County Superior Court, Case No. 24CV081510 (the "Class Action") and *Sakeena Begum v. Viant Medical, LLC; MedPlast Engineered Products, Inc.*, Alameda County Superior Court, Case No. 24CV090074 (the "PAGA Action").

2. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims, including any attached Exhibits.

3. "Class Claims" or "Released Class Claims" means all claims that were alleged or reasonably could have been alleged based on the facts asserted in the Complaint, including but not limited to claims for: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentionally failing to provide employees with compliant itemized wage statements; (6) failure to pay all wages due at the time of termination; (7) failure to adopt compliant sick pay and PTO policies; and (8) violation of the Unfair Competition Law for violations of California Labor Code sections 201–204, 218, 218.5, 218.6, 222, 223, 224, 226, 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, IWC Wage Order 4-2001, Title 8, California Code of Regulations, section 11110, and Business and Professions Code section 17200 et seq. All Released Class Claims are limited to the Class Period.

4. "Class Counsel" refers to David Mara and Matthew Crawford of Mara Law Firm, PC.

5. “Class Data” means a complete list of all Settlement Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator on one spreadsheet and shall include the Settlement Class Members’ full names; last known addresses; Social Security Numbers; dates of employment and/or number of Workweeks as non-exempt, hourly employees of Defendants during the Class Period for each Settlement Class Member; and dates of employment and/or number of Pay Periods as non-exempt, hourly employees of Defendants during the PAGA Period for each PAGA Employee.

6. “Class Period” and “Class Release Period” shall mean June 27, 2020 through May 30, 2025.

7. “Class Representative” or “Plaintiff” means and refers to Sakeena Begum.

8. “Court” means the California Superior Court, County of Alameda, or any Court of competent jurisdiction.

9. “Defendants” refers to Viant Medical, LLC and Medplast Engineered Products, Inc.

10. “Defendants’ Counsel” or “Defense Counsel” refers to Andrew Mailhot and Mark Marsenovic of Jackson Lewis P.C.

11. “Effective Date” The term “Effective Date” means the latter of (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. “

12. “Final” means that the Settlement has been granted “Final Approval” by the Court and the “Effective Date” has occurred.

13. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties or order of the Court.

14. “Final Settlement Class” and “Final Settlement Class Member” refers to all persons who are or were previously employed by Defendants in California at Viant Fremont, Inc.,

(located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee during the Class Period, and who do not opt out of the Settlement.

15. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(d) below.

16. “LWDA” refers the California Labor and Workforce Development Agency. The LWDA is empowered to enforce the California Labor Code Private Attorneys General Act of 2004 and has delegated such authority to Plaintiff with regard to the claim in this Action through the procedural mechanisms provided for by statute.

17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(c) below.

18. “Notice” means the notice of the proposed settlement of class action and PAGA Settlement and the setting of a Final Approval Hearing that will be sent to the Settlement Class Members attached hereto as **Exhibit A**.

19. “Notice Response Deadline” is 60 calendar days from the date the Notice is mailed to the Settlement Class Members.

20. “Objecting Settlement Class Member” means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 70(a) below.

21. “PAGA” shall refer to the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698-2699.5.

22. "PAGA Claims" or "Released PAGA Claims" means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), as set forth in Labor Code section 2698 et seq., that were alleged or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due at separation; (6) knowingly and intentionally failing to provide accurate wage statements; (7) failure to adopt compliant sick pay and PTO policies; and (8) failure to pay employees two times

per month for violations of California Labor Code sections: 201–204, 222, 223, 224, 226, 226(a)(1), 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 558(a)(1), 558(a)(2), 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, 2699(g)(1), 2699.5, 2699(f), 2699(f)(2), IWC Wage Order 4-2001, and California Code of Regulations section 11070(11, 12). All Released PAGA Claims are limited to the PAGA Period.

23. “PAGA Employees” include all persons who are or were previously employed by Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time from June 25, 2023 through May 30, 2025.

24. “PAGA Notice” shall refer to the notice sent by Plaintiff, by and through counsel, on or about June 25, 2024, to the LWDA and Defendants, alleging that Defendants engaged in violations of the California Labor Code and California Wage Order(s).

25. “PAGA Period” and “PAGA Release Period” shall mean from June 25, 2023 through May 30, 2025.

26. “Pay Periods” for each PAGA Employee means any pay period during the PAGA Period in which the PAGA Employee was employed by Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee and worked at least one shift during the pay period for or on behalf of Viant Fremont, Inc. Pay Periods will be calculated based on the Defendants’ business records. This information shall be treated as confidential. The number of full pay periods that a PAGA Employee was on a leave of absence, sick time, or vacation during the PAGA Period shall be excluded from the total number of Pay Periods.

27. “Participating Class Member” means any and all Settlement Class Members who do not opt out of the settlement of the Class Claims by timely submitting valid Requests for Exclusion.

28. “Parties” or “Settling Parties” means Plaintiff, the Settlement Class Members, the PAGA Employees, and Defendants, collectively.

29. “Preliminary Approval Date” means the date the Court preliminarily approves the

Settlement Agreement and the exhibits thereto and enters the Preliminary Approval Order.

30. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs.

31. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Section 468.

32. “Release” shall mean the release and discharge of the Class Claims by Plaintiff and all of the Participating Class Members and the release and discharge of the PAGA Claims by the LWDA and Plaintiff (as representative of the State of California, the LWDA, and the general public). The Released Parties will also be entitled to assert this release of PAGA Claims to assert claim or issue preclusion or other effects of this Settlement if any PAGA Employees bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in the Action.

33. “Released Parties” shall refer to Defendants, and any of their past, present, and future direct or indirect parents, subsidiaries, including Viant Fremont, Inc., predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

34. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 70(a) below.

35. “Service Payment” or “Service Award” means the amounts approved by the Court to be paid to the Class Representative in addition to her Individual Settlement Amount as a Participating Class Member.

36. “Settlement Administration Costs” means the actual and direct fees and expenses reasonably incurred by the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

37. “Settlement Administrator” means and refers to Apex Class Action LLC, which will provide the Notice to the Class Members and perform all duties relating to the administration of the Settlement as described in this Agreement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

38. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(a) below.

39. “Settlement Class Member” or “Class Member” refers to individual members of the Settlement Class.

40. “Settlement Class” and “Settlement Class Members” refer to all persons who are or were previously employed by Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time from June 27, 2020 through May 30, 2025.

41. “Workweeks” for each Settlement Class Member means any workweek during the Class Period in which the Settlement Class Member was employed by Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee and worked at least one shift during the workweek for or on behalf of Viant Fremont, Inc. Workweeks will be calculated based on the Defendant’s business records. This information shall be treated as confidential. The number of full workweeks that a

Participating Class Member was on a leave of absence, sick time, or vacation during the Class Period shall be excluded from the total number of Workweeks.

B. General Terms

42. On or about June 27, 2024, Plaintiff filed a class action complaint in the Court against Defendants, including allegations of: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentionally failing to provide employees with compliant itemized wage statements; (6) failure to pay all wages due at the time of termination; (7) failure to adopt compliant sick pay and PTO policies; and (8) violation of the Unfair Competition Law.

43. On June 25, 2024, Plaintiff sent a PAGA Notice to the LWDA. On or about September 4, 2024, Plaintiff filed a PAGA complaint in the Court against Defendants, including allegations of: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due at separation; (6) knowingly and intentionally failing to provide accurate wage statements; (7) failure to adopt compliant sick pay and PTO policies; and (8) failure to pay employees two times per month.

44. Defendants deny Plaintiff's claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment.

45. Plaintiff believes she can proceed with their class, and representative claims that the Action is meritorious and that class certification is appropriate.

46. The Parties have thoroughly investigated the facts of the Action. This includes conducting an extensive exchange of informal discovery, including Defendants' written policies and practices, and producing payroll and timekeeping records for Settlement Class Members and PAGA Employees. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Employees. Class Counsel has diligently investigated the Class Members' claims against Defendants. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the

consideration and on the terms outlined in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

47. On March 31, 2025, the Parties participated in mediation before Steve Serratore, an experienced class action mediator. After a full-day mediation and the issuance of a mediator's proposal, the Parties reached a settlement.

48. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

49. Stipulation for Class Certification and Representative Treatment. For settlement purposes only, Defendants will stipulate that the Settlement Class Members described herein who do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the PAGA Employees are appropriate for representative treatment for settlement purposes. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or any other action except for enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserve their rights and declare that they will continue to pursue class certification, representative treatment, and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

50. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for Five Hundred Thirty-Five Thousand Dollars (\$535,000) (“the Settlement Amount”). The Settlement Amount is the maximum amount that will be paid by the Defendants and includes Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses, the Service Payment to the Class Representative, all Settlement Administration Costs, and payment to the Labor Workforce Development Agency (LWDA) for PAGA penalties. Defendants shall separately pay the employer’s share of applicable payroll taxes.

(b) Escalator Provision: Based on its records, Defendants estimate that, as of the date of mediation, the Class Members worked approximately 12,200 Workweeks during the Class Period. If, at the end of the Class Period, the actual total Workweeks worked by Class Members during the Class Period exceeds this figure by 10% (i.e., if there are 13,420 or more total Workweeks), Defendants, at their sole discretion, shall either: (1) cut off the Class Period and PAGA Period as of the date on which the number of workweeks reaches 13,420; or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% amount (*i.e.* if there was a 11% increase in the number of workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%).

(c) Net Settlement Amount: The “Net Settlement Amount” is defined as the Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the Court, the Service Payments to Class Representative as approved and awarded by the Court, the Settlement Administration Costs, as approved and awarded by the Court, and the PAGA Amount allocated to payment for PAGA penalties as described in paragraph 44 below. If the Court reduces the attorneys’ fees and litigation costs or Service Awards, Settlement Administration Costs, or either increases or decreases the amount allocated to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly. Any Court order awarding less than the below allocations of the Settlement Amount shall not be grounds to rescind the Settlement Agreement

or otherwise void the Settlement.

(d) Individual Settlement Amounts for the Settlement Class: The Settlement Administrator will use the Class Data provided by Defendants to calculate each Participating Class Member's and PAGA Employee's Individual Settlement Amounts based on the following formula:

i. PAGA Amount: \$25,000 of the Gross Settlement Amount has been designated to the PAGA claims. Twenty-five percent (25%) of the \$25,000, or \$6,250, shall be paid to PAGA Employees. Each PAGA Employee shall receive a portion of the \$6,250 proportionate to the number of Pay Periods by the PAGA Employees during the PAGA Period compared to the total number of Pay Periods by all PAGA Employees during the PAGA Period. PAGA Employees shall have their settlement amount for the Released PAGA claims paid one hundred percent (100%) as alleged civil penalties for which no taxes will be withheld and for which the Settlement Administrator will issue a Form 1099.

ii. Class Amount: The Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total Workweeks during the Class Period, and the denominator of which is the total Workweeks by all Participating Class Members during the Class Period. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts will be allocated for tax purposes based on the allegations in the Action as follows: ten percent (10%) will be paid as alleged wages subject to withholding of all applicable local, state, and federal taxes; and ninety percent (90%) will be paid as alleged interest and as penalties (pursuant to, e.g., California Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue

Service Form W-2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the penalties and interest allocations.

(f) Service Payment to Class Representative: The amount awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$10,000. Defendants agree not to oppose this request. The Service Payment to Class Representative will be paid from the Gross Settlement Amount. Class Representative will be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the Service Payments to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. In the event of any appeal of the amount of the service awards (if any) approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Class Counsel's Attorneys' Fees and Costs: Defendants agree not to oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third (33.33% of the Settlement Amount, plus reasonable litigation costs not to exceed \$30,000 ("Attorneys' Fees and Costs Award"). The Attorneys' Fees and Costs Award shall be paid from the Gross Settlement Amount, and except for this award, Defendants shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if any) approved by the Court, final funding and administration of the portion of the attorneys' fees and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review, additional

amounts not awarded to as attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the Participating Class Members and/or PAGA Employees. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class Counsel and any other attorney representing or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$7,500, subject to Court approval, unless approved by all Parties and the Court.

(i) PAGA Penalties: The Parties agree that \$25,000 is allocated to alleged PAGA Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$18,750 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties under the PAGA, and \$6,250 (25%) will be included in the Individual Settlement Amounts, payable to the PAGA Employees as set forth in Paragraph 50(d).

(j) Tax Liability: Class Counsel, Defendants, and Defendants' Counsel make no representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel, Defendants, or Defendants' Counsel in this regard. Plaintiff and Final Settlement Class Members understand and agree that they will be solely responsible for paying any taxes and penalties assessed on their respective Settlement Amounts described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law are changed after the date of this Agreement, the processes set forth in this Section may be modified to bring Defendants into compliance with any such changes.

51. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendants. Final

Settlement Class Members will not have to make a claim to receive an Individual Settlement Amount. In the form of Individual Settlement Amounts, Distributions will be made directly to each Final Settlement Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

52. Class Counsel and Plaintiff believe that the Settlement is fair, reasonable, and adequate and will so represent same to the Court.

D. Release by Plaintiff and the Final Settlement Class

53. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class Member, for themselves and their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and Representative, will forever completely release and discharge the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, arising out of or related to allegations set forth in the Complaint, including but not limited to claims for: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentionally failing to provide employees with compliant itemized wage statements; (6) failure to pay all wages due at the time of termination; (7) failure to adopt compliant sick pay and PTO policies; and (8) violation of the Unfair Competition Law for violations of California Labor Code sections 201–204, 218, 218.5, 218.6, 222, 223, 224, 226, 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, IWC Wage Order 4-2001, Title 8, California Code of Regulations, section 11110, and Business and Professions Code section 17200 et seq. This release is limited to the Class Period.

54. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

55. Upon the Effective Date of this Settlement, the LWDA and Plaintiff (as

representative of the State of California, the LWDA, and the general public) will forever completely release and discharge the Released Parties from all claims for civil penalties under the PAGA, as set forth in Labor Code section 2698 et seq., that were alleged or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due at separation; (6) knowingly and intentionally failing to provide accurate wage statements; (7) failure to adopt compliant sick pay and PTO policies; and (8) failure to pay employees two times per month for violations of California Labor Code sections: 201–204, 222, 223, 224, 226, 226(a)(1), 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 558(a)(1), 558(a)(2), 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, 2699(g)(1), 2699.5, 2699(f), 2699(f)(2), IWC Wage Order 4-2001, and California Code of Regulations section 11070(11, 12). This release is limited to the PAGA Period. The Released Parties will also be entitled to use this release to assert claim or issue preclusion or other effects of this Settlement if any PAGA Employees bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in the Action

56. Plaintiff and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

57. Plaintiff and Defendants intend that the Settlement described in this Agreement will release and preclude any claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Settlement Class Members shall be notified in the Notice. This paragraph does not apply to any Settlement Class Member who timely and validly opts out of the Settlement for purposes of Class Claims.

58. Plaintiff and Defendants intend that the Settlement described in this Agreement will release and preclude any claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by Plaintiff and the LWDA to obtain a recovery

based on, arising out of, and/or related to any and all of the Released PAGA Claims. The PAGA Employees shall be notified in the Notice. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and corresponding release of PAGA claims described in Paragraph 55.

E. General Release by Plaintiff

59. With the exception of Plaintiff's claims that cannot be released as matter of law, such as claims for workers' compensation, and in addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims, as discussed in Paragraphs 53 and 55 above, Plaintiff does hereby, for herself and for her respective spouse, domestic partner, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, forever completely releases and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendants or the remuneration for or termination of such employment (collectively, the "Class Representative's Claims").

60. Class Representative expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representative and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representative knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representative's claims. This Settlement Agreement is not intended to release any claims not permitted to be released by law.

F. Interim Stay of Proceedings

61. Pending completion of all prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement, including amending the Complaint.

G. Notice Process

62. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Final Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

63. Disputes Regarding Settlement Administration. Any and all disputes relating to the administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until Plaintiff and

Defendants notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Before presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Class Data. Within thirty (30) days after the Preliminary Approval Order entry, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will check the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will not be provided to Class Counsel, and it will remain confidential; it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone except as required by applicable tax authorities, absent Defendants' express written consent, or by order of the Court.

65. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members by first-class mail, in English, within fourteen (14) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any Notices are returned.

66. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service, to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Settlement Class Member for whom an updated address is located within ten (10) calendar days following the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Settlement Class

Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after receiving the Notice.

67. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing the Settlement Class Member received the Notice.

68. Disputes Regarding Class Data. Settlement Class Members are deemed to participate in the Settlement unless they opt out. The Notice will inform Settlement Class Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks during the Class Period and the PAGA Period. Settlement Class Members may dispute their Workweeks if they believe they were employed more workweeks in the Class Period in California than the Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut the Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and provide the evidence submitted to Defense Counsel. 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 shall promptly provide Defense Counsel and Class Counsel of the Administrator's determination of the challenges. If the Settlement Administrator increases the number of Workweeks for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount (absent an increase pursuant to the Escalator Provision in Paragraph 50(b) above).

69. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days before the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

70. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the

Class Claims, and the ability to opt-out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Participating Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement Class by submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should be stated in words to this effect:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE VIANT MEDICAL LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, last four digits of the social security number, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline unless the Parties agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Class Claims. However, a Settlement Class Member who timely requests exclusion in compliance with the requirements described above will remain a PAGA Employee, will continue to receive his/her/their portion of the PAGA Settlement, and will remain bound by the PAGA Release.

(b) Binding Effect on Participating Settlement Class Members. Except for

those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have filed a written objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the full name, address, dates of employment with Defendants of the Objecting Settlement Class Member, the case name and number, the basis for the objection. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence filed with the Court before the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure section 663.

(d) Failure to Object. Objecting Settlement Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Settlement Class Members are permitted to appear regardless of whether they submitted a written objection. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives

any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Settlement Class Members at least five (5) court days before the date of the Final Approval Hearing.

71. Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defense counsel what objections or Requests for Exclusion were timely submitted every week and upon the request of Class Counsel or Defense Counsel.

72. Funding of the Settlement Amount. Defendants shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than forty-five (45) days after the Effective Final Settlement Date.

73. Qualified Settlement Fund. The Qualified Settlement Fund shall be established at a federally insured bank acceptable to the Defendants and the Settlement Administrator. The Parties agree that the Qualified Settlement Fund is intended to be a “Qualified Settlement Fund” under section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the Qualified Settlement Fund, the Settlement Administrator shall: (1) open and administer a Settlement Account in such a manner as to qualify and maintain the qualification of the Qualified Settlement Fund as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) calculate, withhold, remit and report each Participating Class Member’s share of applicable payroll taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and any state or local employment taxes), and indemnify Defendants for any penalty arising out of any error or incorrect calculation and/or interest with respect to any late deposit of the same; (3) calculate and cooperate with Defendants to remit and to permit Defendants to report Defendant’s share of applicable taxes (including, without limitation, federal,

state and local income tax withholding, FICA, Medicare, unemployment insurance, employment training tax, state disability insurance and any state or local employment taxes), and indemnify Defendants for any penalty arising out of any error or incorrect calculation and/or interest with respect to the same; (4) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund and any interest or other income earned by the Qualified Settlement Fund; and (5) satisfy out of the Qualified Settlement Fund all (i) taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the Qualified Settlement Fund, if any, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund and Settlement Administration Costs. The Parties and the Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

74. Distribution of Funds. No later than fourteen (14) calendar days after the Settlement is fully funded, the Settlement Administrator will mail the payments to the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

75. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Final Settlement Class Member's check is not cashed within that period, the check will be void, and a stop-payment will be issued. 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 the California

Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b). The release will be binding upon all Final Settlement Class Members who do not cash their checks within the 180-day period. If any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check and notify Defense Counsel and Class Counsel that a re-issued check has been sent. Neither Defendants, Defense Counsel, Class Counsel, or Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

76. No person shall have any claim against Defendants, Defense Counsel, Plaintiff, or Class Counsel based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

77. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

78. The payment of Individual Settlement Payments shall not obligate Defendants 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.

H. Duties of the Parties Prior to the Court's Approval

79. The Parties stipulate for the purposes of this settlement to consolidate the Class Action (Case No. 24CV081510) and the PAGA Action (Case No. 24CV090074). Case No. 24CV081510 will be designated as the lead case

80. Upon completion of the execution of this Settlement Agreement, Plaintiff will

move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

- (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members and a hearing on fees, costs, and the Service Payment;
- (b) Approving as to form and content of the proposed Notice;
- (c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;
- (d) Preliminarily approving this Settlement; and
- (e) Preliminarily certifying the class for purposes of this Settlement.

Class Counsel shall provide a draft of the Motion for Preliminary Approval of the settlement and the accompanying proposed order to Defense Counsel for review and comment at prior to filing the motion with the Court. 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 Preliminary Approval prior to Plaintiff filing the motion with the Court. Good faith efforts will be made to have the preliminary approval hearing within 60 days of execution of this Settlement Agreement.

81. Prior to filing the Motion for Preliminary Approval, Plaintiff will timely transmit to the LWDA all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(1)(1)), this Agreement (Labor Code § 2699(1)(2)). Plaintiff's compliance with this requirement will be confirmed by Plaintiff's Counsel in its declaration(s) in support of the Motion for Preliminary Approval.

82. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing, to approve this Agreement because the amount of the PAGA penalties is not adequate, then the Parties shall cooperate in good faith to reallocate the total settlement proceeds within this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court hearings.

I. Duties of the Parties Following Court's Final Approval

83. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving the settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring Plaintiff and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

Class Counsel shall provide drafts of the motion for final approval of the settlement, and the proposed Final Approval Order, to Defense Counsel for review and comment prior to filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval prior to Plaintiff filing the Motion with the Court.

J. Voiding the Agreement

84. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party. Reduction of the amount of attorney's fees and/or costs sought or Class Representative awards sought shall not be considered a failure to approve a material condition.

85. If ten percent (10%) or more of the Settlement Class Members timely submit a Request for Exclusion and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to more than ten percent (10%) of the total Workweeks worked by all Class Members, Defendants shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendants exercise

such option under this paragraph, it shall be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days of being notified by the Settlement Administrator of a 10% or greater opt-out rate. In such an event, the Parties shall be restored to their respective positions in all respects as though the contemplated settlement never occurred. In the event of such termination, no party may use the fact that the Parties agreed to settle or the terms provided herein as an admission, as evidence, or for any other purpose, including, without limitation, to prove any liability or the amount of any sum allegedly owed by any Party. All parties and counsel shall not encourage opt-outs or objections to this Agreement. The Parties agree not to solicit opt-outs, directly or indirectly, through any means.

86. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Settlement Amount or any amounts that otherwise would have been owed under this Settlement.

87. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff unless otherwise specified in this Agreement.

K. Other Terms

88. Full and Complete Defense. Any Released Party may plead this Agreement as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Claim.

89. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

90. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

91. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to

accomplish the terms of this Settlement Agreement, including but not limited to the execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after executing this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement and the final entry of judgment.

92. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Settlement Agreement.

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

94. Confidentiality Prior to Preliminary Approval. The Parties will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on

websites and postings on any social media sites/outlets except public postings or filings necessary for getting approval of the Settlement from the court including submission of the Settlement and other relevant documents to LWDA prior to preliminary approval motion filing or in response to a court order or subpoena or in response to an inquiry or subpoena issued by a state or federal government agency. Class Counsel and Defense Counsel will take all steps necessary to ensure Plaintiff and Defendants are aware of, and will encourage them to adhere to, the restriction against any public disclosures regarding the Settlement. The Parties will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence business relationships, either before or after the Motion for Preliminary Approval is filed.

95. Confidentiality Following Preliminary Approval. Following preliminary approval of the Settlement, the Parties will not initiate any communications with the media or third parties regarding the Settlement. If contacted by the media or third parties will only discuss information publicly available. Class Counsel and Defense Counsel will take all steps necessary to ensure Plaintiff and Defendants are aware of, and will encourage them to adhere to, the restriction against initiating any media comment. The Parties further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict the Parties from including publicly available information regarding this settlement in future judicial submissions regarding the Parties' qualifications and experience or for purposes of getting approval of this Settlement from this court; for public postings or filings necessary for getting approval of the Settlement from the court including submission of the Settlement and other relevant documents to LWDA prior to Settlement approval motion filing; in response to a court order or subpoena or in response to an inquiry or subpoena issued by a state or federal government agency; to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential other than information publicly available; or to the extent necessary to report income to appropriate taxing authorities.

96. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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, Plaintiff shall make reasonable efforts to destroy all paper and electronic versions of Class Data received from Defendants.

97. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only, and if, for any reason, the settlement is not approved, the stipulation will be of no force or effect.

98. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class Members and PAGA Employees:

	David Mara dmara@maralawfirm.com Matthew Crawford mcrawford@maralawfirm.com 2650 Camino del Rio North, Suite 302 San Diego, CA 92108
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To Defendants:

<p>Viant Medical, LLC and MedPlast Engineered Products, Inc.,</p>	<p>Andrew Mailhot <i>Andrew.Mailhot@jacksonlewis.com</i> 50 California Street, 9th Floor San Francisco, CA 94111</p> <p>Mark Marsenovic Mark.Marsenovic@jacksonlewis.com 400 Capitol Mall Suite 1600 Sacramento, CA 95814</p>
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99. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms’ length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party because of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

100. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

101. Modification. This Settlement Agreement may not be changed, altered, or modified except in writing and signed by the Parties hereto and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by writing signed by all of the Parties hereto.

102. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide

written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendants agree to seek the help of the mediator identified in this Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendants.

103. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

104. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this Agreement is intended by the Parties to be and shall be, enforceable, binding, and admissible in a court of law.

105. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

106. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

107. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

108. Signatures of All Class Members Unnecessary to be Binding. It is agreed that because the members of the Settlement Class are numerous, it is impossible or impractical to have each Final Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the releases provided herein, and such shall

have the same force and effect as if each Final Settlement Class Member executed this Settlement Agreement.

109. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: 7/2/2025

SAKEENA BEGUM

DocuSigned by:
Sakeena Begum
AA4897ED4F25456...

Dated: 7/2/2025

VIANT MEDICAL, LLC

Trish Albert
Name: Trish Albert
Title: Vice President and General Counsel

Dated: 7/2/2025

MEDPLAST ENGINEERED PRODUCTS, INC.

Trish Albert
Name: Trish Albert
Title: Vice President and General Counsel

Dated: 7/2/2025

MARA LAW FIRM, PC

DocuSigned by:
David Mara
4579A5166C10447

David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiff

Dated: 7/7/2025

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS



Sabrina Sanders, Esq.
Colette Mahon, Esq.
Attorneys for Plaintiff

Dated: 07/02/2025

JACKSON LEWIS P.C.



Andrew Mailhot, Esq.
Mark Marsenovic, Esq.
Attorneys for Defendants