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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LINDSEY M. MACK, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MAYO FOUNDATION FOR MEDICAL
EDUCATION AND RESEARCH, a Minnesota
corporation; MAYO CLINIC, a Minnesota
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 25CU018710C

[Complaint Filed: April 7, 2025]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Lindsey M. Mack (hereinafter “Plaintiff”), an individual, on behalf of herself, and on behalf of all persons similarly situated, and Defendants Mayo Foundation for Medical Education and Research and Mayo Clinic (collectively, “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and representative action lawsuit designated *Lindsey M. Mack v. Mayo Foundation for Medical Education and Research, et al.*, San Diego County Superior Court, Case No. 25CU018710C, filed April 7, 2025, and including the Operative Complaint.
- B. “Actions” shall mean, collectively, the Action and the PAGA Action.
- C. “Aggrieved Employee Payment” shall mean the Aggrieved Employees' pro-rata share of the portion of the PAGA Payment allocated to the Aggrieved Employees.
- D. “Aggrieved Employees” means all persons who are or previously were employed by Defendants in California and classified as non-exempt employees who performed work for Defendants at any time during the PAGA Period.
- E. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- F. “Class” or “Class Members” means all persons who are or previously were employed by Defendants in California and classified as non-exempt employees who performed work for Defendants at any time during the Class Period.
- G. “Class Counsel” shall mean Shani O. Zakay, Esq., of Zakay Law Group, APLC; and Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC.
- H. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys' fees currently not to exceed one-third (33.33%) of the Gross Settlement Amount currently estimated to be \$150,000.00 out of \$450,000.00 plus attorneys' expenses of up to \$15,000.00. Attorneys' fees will be divided between Class Counsel

1 in the following percentages (50% to Zakay Law Group, APLC, and 50% to JCL Law
2 Firm, APC). Plaintiff expressly consents to this fee division.

3 I. "Class Data" means information regarding Class Members that Defendants will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; number of
7 Workweeks and PAGA Pay Periods each employee worked in the Class Period and
8 PAGA Period; start dates and end dates of employment; and sufficient information
9 the Settlement Administrator to verify the number of Workweeks and PAGA Pay
10 Periods provided (such as start dates and end dates of employment); and any other
11 information the Settlement Administrator deems necessary to accurately verify the
12 number of Workweeks and PAGA Pay Periods worked by each Class Member and
13 Aggrieved Employee during the Class and PAGA Periods.

14 J. "Class Period" means the period beginning January 31, 2021, through December 31,
15 2025.

16 K. "Class Representative" shall mean plaintiff Lindsey M. Mack.

17 L. "Court" means the Superior Court for the State of California, County of San Diego
18 currently presiding over the Action.

19 M. "Defendants" shall mean Mayo Foundation for Medical Education and Research and
20 Mayo Clinic.

21 N. "Effective Date" means the date the settlement is approved as provided herein and the
22 Court's order granting settlement approval and entry of judgment becomes final and
23 is no longer appealable. For purposes of this Settlement, "becomes final and is no
24 longer appealable" shall mean the later of: (a) the day after the last date by which a
25 notice of appeal may be filed pursuant to California Rules of Court, Rules 8.104,
26 8.406 (i.e., 61 days after entry of the Judgment); (b) if an appeal is filed, and the
27 appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that
28 confirms the validity of the order and judgment, the day after the last date for filing a

request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this settlement is affirmed.

O. "Funding Date" means the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of the Effective Date.

P. "Gross Settlement Amount" means Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) that Defendants must pay into the QSF in connection with this Settlement, which is inclusive of the sum of Settlement Administration Costs, Class Counsel Award (including attorneys' fees, costs and expenses), Service Award, Individual Class Member Settlement Payments, and the PAGA Payment. Defendants' share of employer payroll taxes on any payments allocated as wages under this Settlement shall be paid by Defendants in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants.

Q. "Individual Class Member Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member on a pro rata basis and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA from the PAGA Payment.

R. "LWDA" shall mean the Labor and Workforce Development Agency.

S. "LWDA Payment" shall mean the sixty-five percent (65%) or Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$16,250.00) of the PAGA Payment that shall be paid to the LWDA.

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

- 1 U. “Notice Packet” means the Class Notice to be provided to the Class Members by the
2 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 V. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff in
5 the San Diego Superior Court consolidating the Class and PAGA claims in the PAGA
6 Action (*Lindsey M. Mack v. Mayo Foundation for Medical Education and Research,*
7 *et al.*, Case No. 25CU018710C).
- 8 W. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
9 Labor Code § 2698 *et seq.*
- 10 X. “PAGA Action” shall mean the representative action lawsuit designated *Lindsey M.*
11 *Mack v. Mayo Foundation for Medical Education and Research, et al.*, San Diego
12 County Superior Court, Case No. 25CU018710C, filed April 7, 2025.
- 13 Y. “PAGA Payment” shall mean Twenty-Five Thousand Dollars and Zero Cents
14 (\$25,000.00) to be allocated from the Gross Settlement Amount for settlement of
15 PAGA Claims asserted in the Action.
- 16 Z. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
17 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
18 Employees during the PAGA Period.
- 19 AA. “PAGA Pay Periods” for purposes of calculating the distribution of the Aggrieved
20 Employee Payment, as defined herein, means the number of pay periods of
21 employment during the PAGA Period that each Aggrieved Employee worked in
22 California.
- 23 BB. “PAGA Period” means the period beginning January 31, 2024, through December 31,
24 2025.
- 25 CC. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
26 Plaintiff or Defendants, individually.
- 27 DD. “Payment Ratio” means the respective Workweeks for each Class Member divided
28 by the total Workweeks for all Class Members.

- 1 EE. “Plaintiff” shall mean Lindsey M. Mack.
- 2 FF. “QSF” means the Qualified Settlement Fund established, designated, and maintained
- 3 by the Settlement Administrator to fund the Gross Settlement Amount.
- 4 GG. “Released Class Claims” shall mean the release from the Settlement Class Members
- 5 of all class claims alleged, or that reasonably could have been alleged based on the
- 6 facts alleged in the operative complaints in the Actions, which occurred during the
- 7 Class Period, and expressly excluding all other claims, including claims for vested
- 8 benefits, wrongful termination, unemployment insurance, disability, social security,
- 9 workers’ compensation, and class claims outside of the Class Period.
- 10 HH. “Released PAGA Claims” shall mean the release from the Aggrieved Employees of
- 11 all PAGA claims that were alleged or that reasonably could have been alleged based
- 12 on the facts in the operative complaints and Labor Code sections referenced,
- 13 identified, and relied on in the Actions and in Plaintiff’s PAGA notice to the LWDA
- 14 which occurred during the PAGA Period, and expressly excluding all other claims,
- 15 including claims for vested benefits, wrongful termination, unemployment insurance,
- 16 disability, social security, workers’ compensation, and PAGA claims outside of the
- 17 PAGA Period.
- 18 II. “Released Parties” shall mean Defendants and each of their former and present
- 19 directors, officers, shareholders, owners, investors, managers, members, attorneys,
- 20 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 21 JJ. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
- 22 Administrator mails Notice Packets to Class Members and the last date on which
- 23 Class Members may submit requests for exclusion or objections to the Settlement.
- 24 Neither side shall encourage any Class Member to opt out.
- 25 KK. “Service Award” means an award in the amount of \$10,000 or in an amount that the
- 26 Court authorizes to be paid to the Class Representative, in addition to her Individual
- 27 Settlement Payment and her individual Aggrieved Employee Payment, in recognition
- 28 of her efforts and risks in assisting with the prosecution of the Action and in exchange

for executing a General Release of claims including a Civil Code 1542 waiver.

LL. “Settlement” means the disposition of the Action pursuant to this Agreement.

MM. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$5,500.00.

NN. “Settlement Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

OO. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

PP. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.

II. RECITALS

A. On January 31, 2025, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On January 31, 2025, Plaintiff filed a putative class action complaint in the San Diego County Superior Court, Case No. 25CU005778C (the “Class Action”), alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;

2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and
8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

C. On March 26, 2025, Defendants removed the Class Action to the United States District Court, Southern District of California, Case No. 3:25-cv-00708-LL-AHG.

D. On April 7, 2025, Plaintiff filed a separate representative action complaint pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) in San Diego County Superior Court, Case No. 25CU018710C (the “PAGA Action”), alleging a single cause of action for Violation of the Private Attorneys General Act in Violation of Cal. Lab. Code §§ 2698 *et seq.*

E. On May 9, 2025, the Parties stipulated to stay the PAGA Action pending an Early Neutral Evaluation (“ENE”) in the federal action to attempt a global resolution of both the Class Action and the PAGA Action.

F. Prior to the ENE, the Parties engaged in significant informal discovery related to the scope and parameters of the putative Class and putative Aggrieved Employee group as well as all of Plaintiff's claims. The documents and data produced by Defendants to Plaintiff consisted of relevant policy documents, personnel records, wage statements, key data on the number of putative class members, workweeks in the

1 Class Period, pay periods in the PAGA Period, as well as the relevant pay and time
2 data for all Class Members and Aggrieved Employees.

3 G. On October 3, 2025, the Parties participated in a full-day ENE before Magistrate
4 Judge Allison H. Goddard. The case did not settle at the ENE, but a Mediator's
5 Proposal was issued. Following the ENE, the Parties continued negotiations and
6 ultimately reached an agreement on the terms of a global settlement, which was
7 subsequently memorialized in the form of a Memorandum of Understanding
8 ("MOU") executed on November 4, 2025.

9 H. The Class Representative believes she has claims based on alleged violations of the
10 California Labor Code and the Industrial Welfare Commission Wage Orders. The
11 Class Representative believes that class certification is appropriate because the
12 prerequisites for class certification can be satisfied in the Action and this action is
13 manageable as a PAGA representative action.

14 I. Defendants deny any liability or wrongdoing of any kind associated with all claims
15 alleged in the Action, dispute any wages, damages, and penalties claimed by the Class
16 Representative alleged in the Action, and/or alleged in the Class Representative's
17 Notice of Violations to the LWDA are owed, and further contend that, for any purpose
18 other than settlement, the Action is not appropriate for class or representative action
19 treatment. Defendants contend, among other things, that at all times they complied
20 with the California Labor Code and the Industrial Welfare Commission Wage Orders.

21 J. The Class Representative is represented by Class Counsel. Class Counsel investigated
22 the facts relevant to the Action, including conducting an independent investigation as
23 to the allegations, reviewing documents and information exchanged through informal
24 discovery, and reviewing documents and information provided by Defendants
25 pursuant to informal requests for information to prepare for mediation. Defendants
26 produced for the purpose of settlement negotiations certain employment data
27 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
28 of an expert. Based on their own independent investigation and evaluation, Class

Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendants agree to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties, through their counsel have agreed to settle the claims on the terms set forth in this Agreement.

K. Following execution of the MOU, the Parties agreed that Plaintiff would file a First Amended Complaint consolidating the Class and PAGA claims in the PAGA Action pending in San Diego County Superior Court, and that the federal action would be dismissed without prejudice prior to filing a motion for preliminary approval of this Settlement.

L. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims of Plaintiff or the Class Members in the Action have merit or that Defendants bear any liability to Plaintiff or the Class or the State of California (including the LWDA) or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

M. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

N. The Parties agree to certification of the Class for purposes of this Settlement only. Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of

the negotiations connected with it, is a concession or admission, and none shall be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants or that class certification is proper under the standard applied to contested certification motions. The Parties further agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified, or (ii) Defendants are liable to Plaintiff or any Class Member, other than according to the terms of this Stipulation of Settlement. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

Plaintiff, on behalf of herself, the Class, the State of California and Aggrieved Employees, and Defendants agree as follows:

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action and the PAGA Action, and in exchange for the releases set forth below, Defendants will pay the sum of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount will be used to pay the Individual Class Member Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than Defendants' share of employer payroll taxes and as provided in Section III.A.4 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. The Parties negotiated the Settlement based on data provided by Defendants showing that the Class was comprised of approximately 79 individuals who collectively worked approximately 7,904 Workweeks during the Class Period through June 30, 2025. In regard hereto, no later than forty-five (45) days after preliminary approval, Defendants will provide the Settlement Administrator with the Class Data in order to administer the Settlement, which Defendants will in good faith compile from their records. If the actual number of Workweeks worked during the Class Period for the 79 Settlement Class Members through June 30, 2025 exceeds the above number by more than 10% (i.e. more than 8,694 workweeks), Defendants shall have the option of either (a) increasing the Gross Settlement Amount proportionally only for the number of Workweeks that exceed 110% (for example, if the total Class Workweeks is in fact 11% higher than the Class Workweek Estimate, the Gross Settlement Amount will be increased by 1%); or (b) electing to shorten the release period to stay within the 10% cushion.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Releases and Waivers

1. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members who do not submit a valid and timely Request for Exclusion Form, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the

Released Parties from the Released Class Claims, including all claims that were actually alleged in the Actions, the Operative Complaint, or that could have reasonably been alleged based on the factual or legal allegations contained in the Operative Complaint, on behalf of the Class Members for the entire Class Period, arising at any time during the Class Period, including but not limited to: (a) unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* to the extent such claims are predicated on the same factual allegations or causes of action alleged in the Operative Complaint; (b) failure to pay all wages owed, whether due to alleged off the clock work, timekeeping manipulation, understaffing, unlawful rounding, or failure to correctly calculate the regular rate of pay, for the underpayment of the minimum wage, overtime wage, or reporting time; (c) failure to properly calculate or pay overtime, double time, or pay sick leave at the regular rate of pay; waiting time penalties; (d) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (e) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (f) failure to provide accurate wage statements; (g) failure to timely pay wages at termination, including alleged failure to pay out vacation wages at termination; (h) failure to reimburse expenses; (i) unlawful deductions, and (j) sick pay violations, and for all of the aforementioned, any claims for attorney's fees and costs to the extent recoverable as part of the released claims. This waiver and release will be final and binding and will have every preclusive effect permitted by law. Plaintiff and the Class Members may hereafter discover facts or legal arguments relating to the Released Class Claims that are in addition to or different from those they now know or currently believe to be true with respect to the Released Class Claims. Such discovery shall not affect the release of claims arising from the same facts, theories, or causes of action as alleged in the Operative Complaint. For the avoidance of doubt, nothing in this provision shall be construed to release, waive, and/or otherwise extend to any claims or causes of action that were not alleged in, and

could not reasonably have been alleged based on, the factual allegations set forth in the Operative Complaint. The release of the Class Released Claims shall be effective as to the entire Class Period defined above. By virtue of this Agreement, Plaintiff and the Class Members shall be deemed to have, and by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims. The Parties understand and agree the scope of the release described in this paragraph: (a) is a material part of the consideration for this Agreement; (b) was critical in justifying the agreed upon economic value of this settlement and without it Defendants would not have agreed to the consideration provided; and (c) is narrowly drafted and necessary to ensure Defendants are obtaining peace of mind regarding the resolution of claims that were or could have reasonably been alleged based on the facts, causes of action, and legal theories contained in the operative complaints in the Action for the Class Period.

2. Release by the Aggrieved Employees. As of the Funding Date, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, is deemed to release, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties only under the California Labor Code, applicable Wage Orders, and implementing regulations, and/or other provisions of law to the extent enforceable through PAGA, that were actually alleged or arise from the same factual predicate as the claims alleged in the Actions, the Operative Complaint, and the PAGA Notice Letter, with respect to Aggrieved Employees during the PAGA Period. Aggrieved Employees, other than the named Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this section. Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the State of California and all Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the same factual predicate as alleged in the Operative Complaint, and the PAGA Notices

submitted by Plaintiff to the LWDA, that occurred during the PAGA Period and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and Plaintiff's individual claims that are subject to separate releases, as well as any PAGA claims outside of the PAGA period. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have claim preclusive effect to the extent permitted by law upon Aggrieved Employees regarding any of the alleged violations, expressly including only those Labor Code sections for which PAGA penalties were alleged in the PAGA Notice, including: Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and the applicable Industrial Welfare Commission Orders identified in the Operative Complaint and/or PAGA Notice, and any implementing California Code of Regulations provisions applicable thereto.

3. Complete and General Release by Plaintiff. As of the Effective Date, Plaintiff on behalf of herself individually and on behalf of her former and/or present spouse, representatives, agents, attorneys, heirs, administrators, successors, and assigns, for the consideration set forth in this Agreement, including the Service Award, fully waives, releases, acquits and forever discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the

1 Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's
2 Industrial Welfare Commission, other state wage and hour laws, the Americans with
3 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
4 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
5 California Fair Employment and Housing Act, the California Family Rights Act, the
6 Family Medical Leave Act, California's Whistleblower Protection Act, California
7 Business & Professions Code § 17200 et seq., the California Labor Code, the California
8 Government Code, and the California Civil Code, and any and all claims arising under
9 any federal, state or other governmental statute, law, regulation or ordinance.

10 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
11 or to any claims for vested benefits, unemployment benefits, disability benefits, social
12 security benefits, workers' compensation benefits that arose at any time, or based on
13 occurrences outside the period of Plaintiff's employment with Defendant. Plaintiff
14 acknowledges that Plaintiff may discover facts or law different from, or in addition
15 to, the facts or law that Plaintiff now knows or believes to be true but agrees,
16 nonetheless, that Plaintiff's Complete and General Release shall be and remain
17 effective in all respects, notwithstanding such different or additional facts or
18 Plaintiff's discovery of them.

19 Plaintiff also waives and relinquishes any and all claims, rights or benefits that she
20 may have under California Civil Code § 1542, which provides as follows:

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

27 Thus, notwithstanding the provisions of Section 1542, and to implement a full
28 and complete release and discharge of the Released Parties, Plaintiff expressly

acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

4. Claims Expressly Not Released. Notwithstanding the foregoing, the Release by Settlement Class Members and the Release by the Aggrieved Employees set forth in this Section III.B do not release or waive: (a) claims for vested benefits; (b) claims for wrongful termination in violation of public policy; (c) claims for unemployment insurance benefits; (d) claims for disability benefits; (e) claims for social security benefits; (f) claims for workers' compensation benefits; (g) class claims arising outside of the Class Period; (h) PAGA claims arising outside of the PAGA Period; (i) any claims that cannot be released as a matter of law; or (j) claims to enforce the terms of this Settlement Agreement.

1 5. Binding Effect. The releases set forth in this Section III.B shall be binding
2 upon Plaintiff, all Settlement Class Members, all Aggrieved Employees, and the State
3 of California (including the LWDA). There shall be no right for any Settlement Class
4 Member or Aggrieved Employee to opt out of the PAGA release. It is the intent of the
5 Parties that the Final Approval Order and judgment approving this Agreement entered
6 by the Court shall have full res judicata effect and be final and binding upon all
7 Settlement Class Members, Aggrieved Employees, and the State of California regarding
8 the Released Class Claims and Released PAGA Claims.

9 **IV. SETTLEMENT ADMINISTRATION AND NOTICE PROCEDURE**

10 A. Settlement Administrator. The Settlement Administrator shall be Apex Class Action
11 LLC. The Settlement Administrator shall be responsible for: establishing and
12 administering the QSF, including providing a W-9 to Defendants and calculating the
13 employer side payroll tax with sufficient time for Defendants to provide payment on
14 the Funding Date; calculating, processing and mailing payments to Plaintiff, Class
15 Counsel, LWDA, Aggrieved Employees, and Individual Class Members; printing and
16 mailing the Notice Packets to the Class Members as directed by the Court; receiving
17 and reporting the objections and requests for exclusion; calculating, deducting and
18 remitting all legally required taxes from Individual Settlement Payments and
19 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
20 Portion of the Individual Class Member Settlement Payments and/or Aggrieved
21 Employee Payments; processing and mailing tax payments to the appropriate state
22 and federal taxing authorities; providing declaration(s) as necessary in support of
23 preliminary and/or final approval of this Settlement; and other tasks as the Parties
24 mutually agree or the Court orders the Settlement Administrator to perform. The
25 Settlement Administrator shall keep the Parties timely apprised of the performance of
26 all Settlement Administrator responsibilities by among other things, sending a weekly
27 status report to the Parties' counsel stating the date of the mailing, the number of opt
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1 outs from the Settlement it receives (including the numbers of valid and deficient),
2 and number of objections received.

3 B. Class Data Production. No later than forty-five (45) days after preliminary approval
4 of the Settlement, Defendants will provide the Settlement Administrator with the
5 then-current Class Data in order to ensure the Settlement Administrator has sufficient
6 time to prepare a declaration prior to the filing of the motion for preliminary approval.

7 C. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement
8 in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class
9 Action Settlement shall inform Class Members and Aggrieved Employees that they
10 need not do anything in order to receive an Individual Class Member Settlement
11 Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee
12 Payment and to keep the Settlement Administrator apprised of their current mailing
13 address, to which the Individual Class Member Settlement Payments and/or
14 Aggrieved Employees' individual shares of the Aggrieved Employee Payment will
15 be mailed following the Court's final approval of the settlement. The Notice of Class
16 Action Settlement shall set forth the release to be given by all members of the Class
17 who do not request to be excluded from the Settlement Class and/or Aggrieved
18 Employees in exchange for an Individual Class Member Settlement Payment and/or
19 Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the
20 number of Workweeks worked by each Class Member during the Class Period, and
21 number of PAGA Pay Periods worked by each Aggrieved Employee during the
22 PAGA Period, if any, and the estimated amount of their Individual Settlement
23 Payment if they do not request to be excluded from the Settlement and each Aggrieved
24 Employee's share of the Aggrieved Employee Payment, if any. The Settlement
25 Administrator shall use the Class Data to determine Class Members' Workweeks and
26 PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they
27 will release the Released PAGA Claims and will receive their share of the Aggrieved
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1 Employee Payment regardless of whether they request to be excluded from the
2 Settlement.

3 D. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
4 Administrator will perform a search based on the National Change of Address
5 Database to update and correct any known or identifiable address changes. No later
6 than fourteen (14) calendar days after receipt of the Class Data from Defendants, the
7 Settlement Administrator shall mail copies of the Notice Packet to all Class Members
8 via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
9 judgment to determine the current mailing address for each Class Member. The
10 address identified by the Settlement Administrator as the current mailing address shall
11 be presumed to be the best mailing address for each Class Member.

12 E. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator
13 as non-delivered on or before the Response Deadline shall be re-mailed to any
14 forwarding address provided within seven (7) days of receiving the returned notice.
15 If no forwarding address is provided, the Settlement Administrator shall promptly
16 attempt to determine a correct address by lawful use of skip-tracing, or other search
17 using the name, address and/or Social Security number of the Class Member involved,
18 and shall then perform a re-mailing, if another mailing address is identified by the
19 Settlement Administrator. In addition, if any Notice Packet addressed to a Class
20 Member who is currently employed by Defendants is returned to the Settlement
21 Administrator as non-delivered and no forwarding address is provided, the Settlement
22 Administrator shall notify Defendants. Defendants will request that the currently
23 employed Class Member provide a corrected address and transmit to the Settlement
24 Administrator any corrected address provided by the Class Member. Class Members
25 who received a re-mailed Notice Packet shall have their Response Deadline extended
26 fifteen (15) days from the original Response Deadline.

1 F. Disputes.

2 1. Disputes Regarding Individual Settlement Payments. Class Members will
3 have the opportunity, should they disagree with Defendants' records regarding the
4 start and end dates of employment, to provide documentation and/or an explanation
5 to show contrary dates. The Workweeks will be verified by the Settlement
6 Administrator based on the Class Data and will be presumed to be correct unless a
7 particular Class Member proves otherwise to the Settlement Administrator by
8 credible written evidence. If there is a dispute, the Settlement Administrator will
9 consult with the Parties to determine whether an adjustment is warranted. The
10 Settlement Administrator shall determine the eligibility for, and the amounts of, any
11 Individual Settlement Payments under the terms of this Agreement. The Settlement
12 Administrator's determination of the eligibility for and amount of any Individual
13 Settlement Payment shall be final and binding upon the Class Member and the Parties.

14 2. Disputes Regarding Administration of Settlement. Any disputes not resolved
15 by the Settlement Administrator or as agreed to by the Parties concerning the
16 administration of the Settlement will be resolved by the Court under the laws of the
17 State of California. Before any such involvement of the Court, counsel for the Parties
18 will confer in good faith to resolve the disputes without the necessity of involving the
19 Court.

20 G. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet
21 shall state that Class Members who wish to exclude themselves from the Settlement
22 must submit a signed copy of the Request for Exclusion form to the Settlement
23 Administrator by the Response Deadline. A Request for Exclusion form will be
24 mailed together with the Notice Packet to all Class Members. The Request for
25 Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class
26 Member, or if it does not contain the name and address and last four digits of the
27 Social Security number of the Class Member. The date of the postmark on the mailing
28 envelope or fax stamp on the Request for Exclusion shall be the exclusive means used

1 to determine whether the request for exclusion was timely submitted. Any Class
2 Member who submits a timely Request for Exclusion shall be excluded from the
3 Settlement Class and will not be entitled to an Individual Settlement Payment and will
4 not be otherwise bound by the terms of the Settlement or have any right to object,
5 appeal, or comment thereon. However, any Class Member that submits a timely
6 Request for Exclusion that is also an Aggrieved Employee will still receive his/her
7 pro rata share of the Aggrieved Employee Payment, as specified below, and in
8 consideration, will be bound by the Release by Aggrieved Employees for the PAGA
9 Released Claims as set forth herein. Class Members who fail to submit a valid and
10 timely Request for Exclusion on or before the Response Deadline shall be bound by
11 all terms of the Settlement and any final judgment entered in this Action if the Court
12 approves the Settlement. No later than seven (7) calendar days after the Response
13 Deadline, the Settlement Administrator shall provide counsel for the Parties with a
14 final list of the Class Members who have timely submitted Requests for Exclusion.

15 H. Objections. The Notice of Class Action Settlement contained in the Notice Packet
16 shall state that Class Members who wish to object to the Settlement may submit to
17 the Settlement Administrator a written statement of objection (“Notice of Objection”)
18 by the Response Deadline. The postmark date of mailing shall be deemed the
19 exclusive means for determining that a Notice of Objection was served timely. The
20 Notice of Objection, if in writing, must be signed by the Settlement Class Member
21 and state: (1) the case name and number; (2) the name of the Settlement Class
22 Member; (3) the address of the Settlement Class Member; (4) the last four digits of
23 the Settlement Class Member’s Social Security number; (5) the basis for the
24 objection; and (6) if the Settlement Class Member intends to appear at the Final
25 Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make
26 objections in writing in the manner specified above may still make their objections
27 orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission.
28 Settlement Class Members will have a right to appear at the Final

Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

I. Allocation and Distribution of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate the estimated payment due to each Aggrieved Employee.

1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”)
3 and 80% penalties (“Penalties and Interest Portion”). The Wage Portion shall be
4 reported on IRS Form W-2 and the Penalty and Interest Portion shall be reported on
5 IRS Form 1099.

6 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
7 Employee Settlement Payments shall be allocated and treated as 100% penalties and
8 shall be reported on IRS Form 1099.

9 5. No Credit Toward Benefit Plans. It is expressly understood and agreed that
10 the Individual Settlement Payments and Aggrieved Employee Payments made to
11 Settlement Class Members and/or Aggrieved Employees under this Settlement
12 Agreement, as well as any other payments made pursuant to this Settlement
13 Agreement, will not be utilized to calculate and will not entitle Plaintiff or any Class
14 Members to any additional benefits under any benefit plans to which any Class
15 Members may be eligible, including, but not limited to profit-sharing plans, bonus
16 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
17 and any other benefit plan. Rather, it is the Parties' intention that this Settlement
18 Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members and/or Aggrieved Employees may be entitled under any benefit plans, and
20 that Plaintiff and Class Members are not entitled to any additional or derivative
21 compensation or benefits as a result of having received said payments
22 (notwithstanding any contrary language or agreement in any benefit or compensation
23 plan document that might have been in effect during the period covered by this
24 Settlement).

25 6. Income Recognition. All monies received by Settlement Class Members under
26 the Settlement which are attributable to wages shall constitute income to such
27 Settlement Class Members solely in the year in which such monies are received by
28 the Settlement Class Members. It is the intent of the Parties that Individual Settlement

1 Payments and individual shares of the PAGA Payment provided for in this Settlement
2 agreement are the sole payments to be made by Defendants to Settlement Class
3 Members and/or Aggrieved Employees in connection with this Settlement
4 Agreement, with the exception of Plaintiff, and that the Settlement Class Members
5 and/or Aggrieved Employees are not entitled to any new or additional compensation
6 or benefits as a result of having received the Individual Settlement Payments and/or
7 their shares of the Aggrieved Employee Payment.

8 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
9 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or
10 Aggrieved Employees' last known mailing address no later than fifteen (15) business
11 days after the Funding Date.

12 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
13 Employees shall remain valid and negotiable for one hundred and eighty (180) days
14 from the date of their issuance. If a Settlement Class Member and/or Aggrieved
15 Employee does not cash his or her settlement check within ninety (90) days, the
16 Settlement Administrator will send a letter to such persons, advising that the check
17 will expire after the 180th day, and invite that Settlement Class Member and/or
18 Aggrieved Employees to request reissuance in the event the check was destroyed,
19 lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved
20 Employees' individual share of the PAGA Payment check has not been cashed within
21 one hundred and eighty (180) days, all funds represented by such uncashed checks,
22 plus any interest accrued thereon, shall be transmitted to the State Controller's
23 Unclaimed Property Fund in the name of the Class Member who did not claim the
24 funds. The Settlement Administrator shall provide the Parties' counsel with a
25 declaration of deposit with the State Controller's Unclaimed Property Fund. Any
26 costs associated with administering the remaining funds under this paragraph (e.g.,
27 bank stop-payment charges, settlement administration costs associated with any
28

1 reserve amount) or payments to the State Controller's Unclaimed Property Fund will
2 be deducted before the deposit into the State Controller's Unclaimed Property Fund.

3 9. Service Award. In addition to the Individual Settlement Payment as a
4 Settlement Class Member and her Aggrieved Employee Payment, Plaintiff will apply
5 to the Court for an award of up to \$10,000.00, as the Service Award. Defendants will
6 not oppose a Service Award up to \$10,000.00 for Plaintiff. The Settlement
7 Administrator shall pay the Service Award, either in the amount stated herein if
8 approved by the Court or some other amount as approved by the Court, to Plaintiff
9 from the Gross Settlement Amount no later than fifteen (15) days after the Funding
10 Date. Any portion of the requested Service Award that is not awarded to the Class
11 Representative shall be part of the Net Settlement Amount and shall be distributed to
12 Settlement Class Members as provided in this Agreement. The Settlement
13 Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Service Award.
14 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
15 her Service Award and shall hold harmless the Released Parties from any claim or
16 liability for taxes, penalties, or interest arising as a result of the Service Award.
17 Approval of this Settlement shall not be conditioned on Court approval of the
18 requested amount of the Service Award. If the Court reduces or does not approve the
19 requested Service Award, Plaintiff shall not have the right to revoke the Settlement,
20 and it will remain binding.

21 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
22 for attorneys' fees not to exceed one-third (33.33%) of the Gross Settlement Amount
23 currently estimated to be One Hundred Fifty Thousand Dollars and Zero Cents
24 (\$150,000.00) and attorneys' expenses supported by declaration not to exceed Fifteen
25 Thousand Dollars and Zero Cents (\$15,000.00). Any awarded Class Counsel Award
26 shall be paid from the Gross Settlement Amount. Any portion of the requested
27 attorneys' fees and/or attorneys' expenses that are not awarded to Class Counsel shall
28 be part of the Net Settlement Amount and shall be distributed to Settlement Class

Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the attorneys' fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested attorneys' fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment (\$16,250.00) to the California Labor and Workforce Development Agency ("LWDA Payment") no later than fifteen (15) days after the Funding Date. Thirty-five percent (35%) of the PAGA Payment (\$8,750.00) will be distributed to the Aggrieved Employees as described in this Agreement ("Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$5,500.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

V. COURT APPROVAL AND NULLIFICATION.

A. Preliminary Approval. As soon thereafter as practicable after the execution of this Agreement and the filing of the First Amended Complaint, Plaintiff shall file with the

Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least seven (7) days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

B. Filing of First Amended Complaint. Prior to seeking preliminary approval, Plaintiff will file a First Amended Complaint in the PAGA Action (Case No. 25CU018710C) consolidating the Class and PAGA claims. The Parties will stipulate to the filing of the First Amended Complaint. Defendants will cooperate with Plaintiff in providing information to ensure all California Labor Code sections, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions are included in the First Amended Complaint.

C. Dismissal of Federal Action. Prior to filing the motion for preliminary approval, the Parties will stipulate to the dismissal without prejudice of the federal action pending in the United States District Court, Southern District of California (Case No. 3:25-cv-00708-LL-AHG). The dismissal of the federal action is a condition precedent to seeking preliminary approval of this Settlement.

D. Final Approval Procedures

1. **Settlement Administrator Declaration.** No later than seven (7) days after the Response Deadline, the Settlement Administrator shall provide the Parties with a declaration of due diligence detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Class Member Settlement Payments to Settlement Class Members, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide. Class Counsel shall be responsible for working with the Settlement Administrator to timely submit the

1 declaration of due diligence to the Court.

2 2. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to
3 file with the Court a Motion for Order Granting Final Approval and Entering
4 Judgment, within twenty-eight (28) days following the expiration of the Response
5 Deadline, which motion shall request final approval of the Settlement and a
6 determination of the amounts payable for the Service Award, the Class Counsel
7 Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will
8 provide Defendants with a draft of the Motion at least three (3) business days prior to
9 the filing of the Motion to give Defendants an opportunity to propose changes or
10 additions to the Motion.

11 3. Final Approval Hearing. The Parties will request that the Court hold a Final
12 Approval Hearing where objections, if any, may be heard and the Court shall determine
13 whether the Settlement should be finally approved, and if so, the amounts payable for:
14 (1) Class Counsel Award; (2) Plaintiff's Service Award; (3) Individual Settlement
15 Payments; (4) Aggrieved Employee Payments; (5) PAGA Payment; and (6) Settlement
16 Administration Costs.

17 4. Final Approval Order and Judgment. Class Counsel shall present a [Proposed]
18 Order Granting Final Approval of Class Action Settlement to the Court for its
19 approval, and Judgment thereon, at the time Class Counsel files the Motion for Final
20 Approval. After granting final approval of the Settlement and entering judgment, the
21 Court shall retain jurisdiction over the Parties to enforce and implement the terms of
22 the judgment pursuant to California Code of Civil Procedure section 664.6.

23 E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
24 approve this Settlement Agreement, fails to become effective, or is reversed,
25 withdrawn, or materially modified by the Court, or in any way prevents or prohibits
26 Defendants from obtaining a complete resolution of the Released Class Claims and
27 Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement
28 Amount:

1 1. This Settlement Agreement shall be void ab initio and of no force or effect,
2 and shall not be admissible in any judicial, administrative, or arbitral proceeding for
3 any purpose or with respect to any issue, substantive or procedural, except as
4 necessary to approve, interpret or enforce this Settlement Agreement;

5 2. The conditional class certification (obtained for any purpose) shall be void ab
6 initio and of no force or effect, and shall not be admissible in any judicial,
7 administrative, or arbitral proceeding for any purpose or with respect to any issue,
8 substantive or procedural; and

9 3. None of the Parties to this Settlement will be deemed to have waived any
10 claims, objections, defenses, or arguments in the Action, including with respect to the
11 issue of class certification.

12 F. Failure to Fund the Gross Settlement Amount. If Defendants fail to fully fund the
13 Gross Settlement Amount pursuant to the timeline outlined above, Plaintiff shall be
14 entitled to all reasonable attorneys' fees, costs and interest in any proceeding to
15 enforce the terms of this Agreement. Moreover, Defendants shall bear the sole
16 responsibility for any cost to issue or reissue any curative notice to the Settlement
17 Class Members and all Settlement Administration Costs incurred to the date of
18 nullification.

19 G. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over the Parties
20 under California Code of Civil Procedure section 664.6 to ensure the continuing
21 implementation of the provisions of this Settlement and that the time within which to
22 bring this action to trial under California Code of Civil Procedure section 583.310
23 shall be extended from the date of the signing of the MOU by all Parties until the
24 entry of the Final Approval Order and Judgment, or if not entered, the date this
25 Agreement shall no longer be of any force or effect.

26 **VI. MISCELLANEOUS PROVISIONS**

27 A. No Admission of Liability. Defendants, on behalf of themselves and the Released
28 Parties, specifically deny all of the allegations in the Operative Complaint and

1 Plaintiff's PAGA notice to the LWDA. Defendants further deny the allegations that
2 the Class Members and Aggrieved Employees were harmed by the conduct alleged
3 in the Actions. This Settlement Agreement is a compromise of highly disputed
4 claims. Nothing contained in this Settlement Agreement and no documents referred
5 to herein and no action taken to carry out this Settlement Agreement may be
6 construed or used as an admission by or against Defendants or any of the Released
7 Parties of any fault, wrongdoing, or liability whatsoever. Defendants reserve the
8 right to assert any and all available defenses to the claims in the Actions in the event
9 this Settlement does not become final and binding for any reason.

10 B. Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts to implement the Settlement.

12 C. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
13 except such proceedings necessary to implement and complete the Settlement, pending
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court. The
15 Parties further agree that pursuant to California Code of Civil Procedure section
16 583.330 to extend the date to bring a case to trial under California Code of Civil
17 Procedure section 583.310, the time to bring this action to trial is tolled from the time
18 this Agreement is executed by all Parties through the entire period of this settlement
19 process.

20 D. Entire Agreement. This Settlement Agreement and the attached Exhibits constitute the
21 entire agreement among the Parties, and no oral or written representations, warranties
22 or inducements have been made to any Party concerning this Settlement Agreement or
23 its Exhibits other than the representations, warranties and covenants contained and
24 memorialized in this Settlement Agreement and its Exhibits.

25 E. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
26 shall be governed by and interpreted according to the laws of the State of California.

27 F. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
28 respect to the interpretation, implementation, and enforcement of the terms of this

1 Agreement and all orders and judgments entered in connection therewith, and the
2 Parties and their counsel submit to the jurisdiction of the Court pursuant to California
3 Code of Civil Procedure section 664.6 for purposes of interpreting, implementing and
4 enforcing the settlement and all orders and judgments entered in connection with this
5 Agreement.

6 G. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
7 the Court shall first attempt to construe the provisions valid to the fullest extent
8 possible consistent with applicable precedents so as to define all provisions of this
9 Agreement valid and enforceable. Any provision that is deemed invalid shall be
10 severed and the remainder of the Settlement Agreement shall be given effect.

11 H. No Public Comment. The Parties and their counsel agree that they will not issue any
12 press releases, initiate any contact with the press, respond to any press inquiry, post
13 details about the settlement, or have any communication with the press about the fact,
14 amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use
15 the Settlement Agreement or any of its terms for any marketing or promotional
16 purposes. Nothing herein will restrict Class Counsel from including publicly available
17 information regarding this settlement in future judicial submissions regarding Class
18 Counsel's qualifications and experience. Further, Class Counsel will not include,
19 reference, or use the Settlement Agreement for any marketing or promotional
20 purposes, either before or after the Motion for Preliminary Approval is filed.

21 I. Amendment or Modification. This Agreement may be amended or modified only by a
22 written instrument signed by counsel for all Parties or their successors-in-interest.

23 J. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate
25 this Agreement and to take all appropriate Action required or permitted to be taken by
26 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Agreement. The persons signing this
28 Agreement on behalf of Defendants represent and warrant that he/she is authorized to

1 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that she
2 is authorized to sign this Agreement and that she has not assigned any claim, or part
3 of a claim, covered by this Settlement to a third-party.

4 K. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
5 to the benefit of, the successors or assigns of the Parties, as previously defined.

6 L. Counterparts. This Agreement may be executed in one or more counterparts. All
7 executed counterparts and each of them shall be deemed to be one and the same
8 instrument provided that counsel for the Parties to this Agreement shall exchange
9 among themselves copies or originals of the signed counterparts.

10 M. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
11 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
12 Settlement after extensive arms-length negotiations, taking into account all relevant
13 factors, present and potential.

14 N. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
15 of the payments called for hereunder, and Plaintiff, Class Members, and Aggrieved
16 Employees are not relying on any statement, representation, or calculation by
17 Defendants or by the Settlement Administrator in this regard. Plaintiff, Class
18 Members, and Aggrieved Employees understand and agree they will be solely
19 responsible for the payment of any taxes and penalties assessed on the payments
20 described herein and will defend, indemnify, and hold Defendants free and harmless
21 from and against any claims resulting from treatment of such payments as non-taxable
22 damages. If any state or federal taxing authority contacts, investigates, or pursues any
23 action against any Plaintiff, Class Members, and Aggrieved Employees for their
24 individual share of taxes related to any payments made under this Settlement or any
25 compensation provided at any time by Defendants or any of the Released Parties, each
26 Class Member and/or Aggrieved Employee, including Plaintiff, shall be responsible
27 for their own defense of and payment for any claim of unpaid taxes, interest, or
28 penalties brought by any state or federal taxing authority for their share of any state or

1 federal tax obligation. Class Members and Aggrieved Employees agree to hold
2 Defendants and any of the Released Parties harmless and fully indemnify Defendants
3 and any of the Released Parties for any costs, assessments, penalties, taxes, and/or
4 attorneys' fees, which Defendants and any of the Released Parties may incur arising
5 out of any and all claims made, sought or imposed by the I.R.S., the California
6 Franchise Tax Board, and/or any other federal, state or local taxing board and/or
7 agency in regard to any amounts due, or claimed to be due, by the Class Members and
8 Eligible Aggrieved Employees, if any, to such authority or agency as a result of the
9 tax treatment of the payment described above. If a Class Member or Eligible
10 Aggrieved Employee has questions about any liability to any state or federal taxing
11 authority, they shall contact the Settlement Administrator. The Class Members and
12 Eligible Aggrieved Employees, including Plaintiff, shall not contact Defendants, any
13 of the Released Parties, or Defense Counsel regarding this Settlement or its tax
14 consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

- 15 O. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
16 the "acknowledging party" and each Party to this Agreement other than the
17 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
18 of this Agreement, and no written communication or disclosure between or among the
19 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
20 such communication or disclosure constitute or be construed or be relied upon as, tax
21 advice within the meaning of United States Treasury Department circular 230 (31 CFR
22 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
23 her or its own, independent legal and tax counsel for advice (including tax advice) in
24 connection with this Agreement, (b) has not entered into this Agreement based upon
25 the recommendation of any other Party or any attorney or advisor to any other Party,
26 and (c) is not entitled to rely upon any communication or disclosure by any attorney
27 or adviser to any other party to avoid any tax penalty that may be imposed on the
28 acknowledging party, and (3) no attorney or adviser to any other Party has imposed

1 any limitation that protects the confidentiality of any such attorney's or adviser's tax
2 strategies (regardless of whether such limitation is legally binding) upon disclosure by
3 the acknowledging party of the tax treatment or tax structure of any transaction,
4 including any transaction contemplated by this Agreement.

5 P. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
6 intend to pursue any claims against the Released Parties, including, but not limited to,
7 any and all claims relating to or arising from Plaintiff's employment with Defendants,
8 regardless of whether Class Counsel is currently aware of any facts or legal theories
9 upon which any claims or causes of action could be brought against Released Parties,
10 including those facts or legal theories alleged in the operative complaint in this Action.
11 The Parties further acknowledge, understand, and agree that this representation is
12 essential to the Agreement and that this Agreement would not have been entered into
13 were it not for this representation.

14 Q. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
15 certification for purposes of this settlement only.

16 R. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
17 Released Class Claims and Released PAGA Claims have merit and give rise to liability
18 on the part of Defendants. Defendants claim that the Released Class Claims and
19 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
20 is a compromise of disputed claims. Nothing contained in this Agreement and no
21 documents referred to and no action taken to carry out this Agreement may be
22 construed or used as an admission by or against the Defendants or Plaintiff or Class
23 Counsel as to the merits or lack thereof of the claims asserted.

24 S. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
25 forth in the Exhibits attached, which are incorporated by this reference as though fully
26 set forth herein. All Exhibits to this Settlement Agreement are an integral part of the
27 Settlement. The descriptive headings of any paragraphs or sections of this Settlement
28

Agreement are inserted for convenience only and do not constitute a part of this
Settlement Agreement.

IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

DATED: 2/13/2026


LINDSEY MACK (Feb 13, 2026 14:22:08 CST)
LINDSEY MACK

IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANTS:

DATED: 2/11/2026

Signed by:

MAYO FOUNDATION FOR MEDICAL
EDUCATION AND RESEARCH

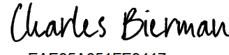
Charles Bierman

Printed Name

Legal Counsel

Title

DATED: 2/11/2026

Signed by:

MAYO CLINIC

Charles Bierman

Printed Name

Legal Counsel

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2 DATED: February 13, 2026

ZAKAY LAW GROUP, APLC

3 By: 

4 Shani O. Zakay, Esq.

5 Jennifer Gerstenzang, Esq.

6 Eden Zakay, Esq.

7 Nicole Noursamadi, Esq.

8 Jaclyn Joyce, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

9 DATED: February 13, 2026

JCL LAW FIRM, APC

10 By: 

11 Jean-Claude Lapuyade, Esq.

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: February 12, 2026

LITTLER MENDELSON, P.C.

15 By: 

16 Brittany L. McCarthy, Esq.

17 Stephanie A. Kierig, Esq.

18 Attorneys for Defendants

EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

(Lindsey M. Mack v. Mayo Foundation for Medical Education and Research, et al., San Diego County Superior Court Case No. 25CU018710C)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Lindsey Mack (“Plaintiff”) and Defendants Mayo Foundation for Medical Education and Research and Mayo Clinic (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All persons who are or previously were employed by Mayo Foundation for Medical Education and Research and Mayo Clinic in California and classified as non-exempt employees at any time during the period from January 31, 2021, through December 31, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 31, 2025, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims against Defendants for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;

(4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802. On January 31, 2025, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On March 26, 2025, Defendants removed the Class Action from San Diego County Superior Court to the United States District Court for the Southern District of California, Case No. 3:25-cv-00708-LL-AHG. On April 7, 2025, Plaintiff filed a separate representative action in San Diego Superior Court, Case No. 25CU018710C, for a single cause of action for violations of PAGA (the “Action”).

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On October 3, 2025, the Parties utilized the Early Neutral Evaluation conference to participate in an all-day mediation with Magistrate Judge Allison H. Goddard. The Parties accepted Judge Goddard’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Class Member Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$5,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$150,000.00) and actually incurred litigation expenses of not more than \$15,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$25,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$16,250.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$8,750.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Class Member Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.
- Calculation of Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons who are or previously were employed by Mayo Foundation for Medical Education and Research and Mayo Clinic in California and classified as non-exempt employees at any time during the period from January 31, 2024, through December 31, 2025 ("PAGA Period").

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

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims that were actually alleged in the Actions, the Operative Complaint, or that could have reasonably been alleged based on the factual or legal allegations contained in the Operative Complaint, on behalf of the Class Members for the entire Class Period, arising at any time during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims that were actually alleged or arise from the same factual predicate as the claims alleged in the Actions, the Operative Complaint, and the PAGA Notice Letter, with respect to Aggrieved Employees during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (January 31, 2021 through December 31, 2025).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendants' records reflect that you have << [REDACTED] >> pay periods worked during the PAGA Period (January 31, 2024 through December 31, 2025).

Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [REDACTED] [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few

months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled ***Lindsey M. Mack v. Mayo Foundation for Medical Education and Research, et al., currently pending in San Diego County Superior Court, Case No. 25CU018710C***. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Lindsey M. Mack v. Mayo Foundation for Medical Education and Research, et al., currently pending in San Diego County Superior Court, Case No. 25CU018710C***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

E-Mail: jlapuyade@jcl-lawfirm.com

San Diego, CA 92121

Tel.: (619) 255-9047

Email: shani@zakaylaw.com

Counsel for Defendants:

Brittany L. McCarthy, Esq.

Stephanie A. Kierig, Esq.

Littler Mendelson, P.C.

501 W. Broadway, Suite 900

San Diego, CA 92101

T: (619) 232-0441

blmccarthy@littler.com

skierig@littler.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on**, at the San Diego County Superior Court, Department C-62, located at 330 West Broadway, San Diego, CA 92101 before Honorable Judy S. Bae. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Lindsey M. Mack v. Mayo Foundation for Medical Education and Research, et al., currently pending in San Diego County Superior Court, Case No. 25CU018710C***, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.