

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Pejman Bozorgmehri (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (as defined below), on the one hand, and Defendant Addus Healthcare, Inc. (“Defendant”), on the other hand, to resolve all matters arising out of or relating to the matter of *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Clark County Superior Court, Case No. 25-2-02433-06 (the “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the Clark County Superior Court (the “Court”). For purposes of this Settlement Agreement, Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties.”

SETTLEMENT AMOUNT

Pursuant to the terms and conditions set forth herein, Defendant will pay a minimum of **\$137,345.00** (the “Minimum Settlement Fund”) and a maximum of **\$210,000.00** (the “Maximum Settlement Fund”) to resolve and release all claims that were alleged or could have been alleged arising out of the facts and circumstances alleged in the Action as set forth in further detail hereafter, inclusive of all settlement payments, attorneys’ fees and costs, service award, and settlement administration costs. If the number of members in the Settlement Class increases or decreases after Defendant’s further evaluation of posting and applicant data, the Maximum and Minimum Settlement Fund amounts will increase or decrease on a pro rata basis.

BACKGROUND

1. On July 2, 2025, Plaintiff filed the Class Action Complaint for Discrimination Based on Defendant’s Violations of Washington’s Wage Transparency Law (the “Complaint”), alleging violations of RCW 49.58.110 and seeking actual damages, statutory damages, interest, attorneys’ fees, costs, injunctive relief, and declaratory relief.

2. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

Plaintiff and all individuals who, from January 1, 2023, through September 4, 2025 (the “Settlement Class Period”), applied for a job opening for a specific available position (i.e., not an “evergreen” position) in the State of Washington with Defendant, where the job posting did not disclose the wage scale or salary range for the position, or a general description of all of the benefits and other compensation to be offered to the hired applicant.

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member

(as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 14(a), below.

3. The Settlement Class Period is January 1, 2023 through September 4, 2025.

4. Defendant represents that there are approximately 210 Settlement Class Members.

5. By entering into this Settlement Agreement and the settlement described herein, Defendant does not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Complaint, nor shall this Settlement Agreement or the settlement described herein constitute an admission of any liability or the propriety of class certification for litigation purposes. This Settlement Agreement and the settlement described herein reflect the Parties' good faith compromise of the claims alleged in the Action, based upon assessment of the mutual risks and costs of further litigation.

6. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

SETTLEMENT TERMS

7. **Minimum Settlement Fund and Maximum Settlement Fund:** As detailed more thoroughly below, Defendant will pay a minimum of the Minimum Settlement Fund and a maximum of the Maximum Settlement Fund, subject to the terms and provisions of this Settlement Agreement, with the specific amount of the payment actually due and owing by Defendant under this Settlement Agreement (the "Settlement Fund") being based on the number of Settlement Class Members who submit a valid and timely Claim Form, as detailed in Sections 8 and 14(a), below.

8. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment that Defendant will make under this Settlement Agreement, including all payments of settlement awards to Settlement Claimants, attorneys' fees and costs, Plaintiff's service award, and Settlement Administrator's costs. "Settlement Claimants" means those Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and valid Claim Form either by mail or through a secure online submission process on a website maintained by the Settlement Administrator. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the total money due under this settlement to make payments of settlement awards to the Settlement Claimants (the "Net Settlement Fund"), calculated pursuant to Paragraph 17(b); (b) the attorneys' fees and costs award, as approved by the Court and as described in Paragraph 9; (c) the Plaintiff's service award, as approved by the Court and as described in Paragraph 10; and (d) the settlement administration costs paid to the Settlement Administrator, as approved by the Court and as described in Paragraph 12. The payment of the Settlement Fund by Defendant shall settle and forever resolve all of the claims being released by this Settlement Agreement (i.e., the released claims defined in Paragraph 18, below). The settlement payments are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment

based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

9. **Attorneys' Fees and Costs:** "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Action, Ackermann & Tilajef, P.C. Plaintiff Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees of up to \$60,900.00 (29% of the Maximum Settlement Fund) and costs of up to \$2,000 in connection with their prosecution of this matter, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings (if any), carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees and costs shall be paid from the Settlement Fund. Plaintiff's Counsel represents that, other than Ackermann & Tilajef, P.C., no individuals or law firms represent Plaintiff or the Settlement Class in connection with this Action or have any right to seek reimbursement of fees or costs in connection with this Action. Plaintiff's Counsel also represents that, as of the date they execute this Settlement Agreement, they do not represent any individual who intends to make a similar claim against Defendant or its subsidiaries and who would not be covered by this Settlement Agreement. Plaintiff's Counsel will be responsible to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the attorneys' fees and costs.

10. **Service Award:** Plaintiff's Counsel may apply to the Court for, and Defendant will not oppose, a service award for Plaintiff, in the amount of \$5,000, in consideration for Plaintiff serving as a Settlement Class Representative. The amount awarded by the Court for the service award shall be paid from the Settlement Fund. The service award is in addition to the settlement payment to which Plaintiff is entitled along with all other Settlement Claimants. Plaintiff will receive a Form 1099 for his service award prepared by the Settlement Administrator and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount. Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the service award, and Plaintiff agrees to indemnify and hold Defendant harmless from any claim for unpaid taxes for the service award paid to him from any taxing authority.

11. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees and costs referenced above in Paragraph 9, or for the service award referenced above in Paragraph 10, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiff or Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's Counsel's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts are available for distribution to the Settlement Claimants as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Settlement Claimants subject to the calculation formulas described herein. Any amount not awarded in attorneys' fees and costs and/or service award, which is not challenged via appeal by Plaintiff's Counsel, may be distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

12. **Settlement Administrator's Costs:** The Parties have agreed to select a qualified Settlement Administrator as the settlement administrator (the "Settlement Administrator"). The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Settlement Class List to be provided by Defendant, so that it is updated prior to the Settlement Class Notice ("Notice") and Claim Form being mailed, printing and mailing the Court-approved Notice and Claim Form, emailing the Court-approved Notice and Claim Forms, performing necessary additional skip traces on Notices, Claim Forms, and/or checks returned as undeliverable, maintaining a settlement website capable of accepting secure online Claim Form submissions, calculating Settlement Claimants' shares of the Net Settlement Fund, preparing and mailing of settlement checks, responding to Settlement Class member inquiries as appropriate, preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any required withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator shall: (a) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendant; (b) not disclose the PII to Plaintiff's Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent and keep PII confidential; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. Subject to Court Approval, all costs for the Settlement Administrator's services will be paid out of the Settlement Fund and shall not exceed \$10,000.

13. **Compilation of Class List:** Within 14 days after the Preliminary Approval Order is entered (see Paragraph 20 below), Defendant will provide to the Settlement Administrator, on a confidential basis, the names, last known address (if known and reasonably accessible), phone number (if known and reasonably accessible), and email address (if known and reasonably accessible) of each Settlement Class Member from its application data during the Settlement Class Period (the "Settlement Class List"). Within 14 days after the Preliminary Approval Order is entered, Defendant will provide a list with the full name of each Settlement Class Member to Plaintiff's Counsel. If Defendant's representation that there are approximately 210 members of the Settlement Class increases or decreases after Defendant's further evaluation of posting and applicant data, the Maximum and Minimum Settlement Fund amounts will increase or decrease on a pro rata basis. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing of the Notice and Claim Form to the Settlement Class.

14. **Notice Period and Notice Procedure:** Within 14 days of its receipt of the Settlement Class List, the Settlement Administrator will send the Settlement Class Members, by email (if available), and also by first-class mail, to the extent this information is available in Defendant's application data, or at their last known address or such other address as located by the Settlement Administrator (if available), the Court-approved Notice and Claim Form. The Notice sent to all Settlement Class Members will advise each Settlement Class member of his or her estimated minimum payment, and of his or her right to submit a Claim Form either by mail or

online through a settlement website maintained by the Settlement Administrator, request exclusion, or object to the settlement. The Notice will provide a unique login and passcode for each Settlement Class Member to prevent fraudulent submissions. Settlement Class Members shall have 60 days from the date of mailing to submit a Claim Form either by mail or online through a settlement website maintained by the Settlement Administrator, request exclusion, or object. Settlement Class Members who request exclusion from the settlement shall not have a right to object to the settlement or to submit a Claim Form. If the number of Settlement Claimants is less than or equal to 25% of the Settlement Class as of the half-way point in the notice period (i.e., 30 days after the initial date of Notice to the Settlement Class Members by email or by mail), the Settlement Administrator will send a follow up email (the "Supplemental Notice") to the Settlement Class Members for whom it has an email address reminding them of the deadline in which to submit their Claim Form. If the number of Settlement Claimants is less than or equal to 25% with ten days remaining in the notice period, the Settlement Administrator will send the Supplemental Notice to the Settlement Class Members for whom it has an email address reminding them of the deadline in which to submit their Claim Form.

- a. **Claim Procedure:** Any Settlement Class Member who does not opt out of the settlement and who wishes to collect a monetary recovery under the settlement must complete the Claim Form and mail it to the Settlement Administrator, postmarked no later than 60 days from the date of mailing of the Notice, or submit a Claim Form through a secure settlement website maintained by the Settlement Administrator no later than 60 days from the date of mailing of the Notice. For a Claim Form to be considered valid and complete, the Claim Form must include all of the following information: (i) the Settlement Class Member's full name, address, and telephone number or e-mail address; (ii) a statement confirming that the Settlement Class Member qualifies as a Settlement Class Member (using the definition above) and is eligible to assert a claim for damages under RCW 49.58.110; (iii) the Settlement Class Member's signature; and (iv) date signed.
- b. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 60 days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, "I request to be excluded from the class action settlement *Pejman Bozorgmehri v. Addus Healthcare, Inc.*"; and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement award, and shall not be bound by this Settlement Agreement or the Final Judgment.
- c. **Objection Procedure:** Any Settlement Class Member who does not request exclusion from the settlement and who wishes to object to the settlement must

submit the objection in writing to the Court and the Parties' Counsel, postmarked no later than 60 days from the date of mailing of the Notice. To be considered valid, an objection must include: (i) the Settlement Class Member's full name, address, and telephone number or e-mail address; (ii) the case name and number; (iii) the reasons why he or she objects to the settlement; (iv) the name and address of his or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; and (vi) the signature of the Settlement Class member (or his or her attorney) and date signed. If a Settlement Class member wishes to object to the settlement, he or she must not request exclusion. No Settlement Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement.

- d. **Effect of Taking No Action:** Except for those Settlement Class Members who exclude themselves in compliance with Paragraph 14(b), all Settlement Class Members will be deemed to be members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Settlement Class Members and Plaintiff waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
- e. **Undeliverable Notice:** Any Notices and Claim Forms returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice or Claim Form is returned as undeliverable, such person shall be permitted no less than 30 days from any re-mailing of the Notice and Claim Form to submit a Claim Form, request exclusion, or object to the class action settlement.
- f. **Weekly Updates:** After the Notice and Claim Forms are mailed, the Settlement Administrator will provide weekly updates to the Parties' counsel on the status of claims, requests for exclusion, and objections. The Settlement Administrator shall also advise the Parties as to whether or not it will be sending the Supplemental Notice pursuant to Paragraph 14, above.
- g. **Administrator Report and Declaration:** No later than 5 days after the end of the notice period, the Settlement Administrator will provide to Plaintiff's Counsel and Defendant's Counsel: (1) a report identifying Settlement Class Members (by first and last name), Settlement Claimants (by first and last name), requests for exclusion (by first and last name), and objections (identifying the objecting Settlement Class

Members by first and last name and providing copies of the objections); and (2) a draft declaration regarding the mailing, tracking, and processing of the Notices and Claim Forms.

15. **No Solicitation of Exclusions, Objections, or Claims:** The Parties and their counsel will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from, object to, or appeal the settlement. The Parties and their counsel will not discourage or engage in proactive efforts to encourage the filing of claims, other than complying with the Notice procedures set forth in this Agreement and ordered by the Court, and Plaintiff's Counsel may respond to inquiries as a result of the Notice.

16. **Challenges to Settlement Class List:** To be considered timely, any dispute raised by an alleged, purported member of the Settlement Class about their omission from the Settlement Class List must be submitted to the Settlement Administrator and/or Plaintiff's Counsel by the alleged, purported member of the Settlement Class within 60 days of the mailing of the Notice. To the extent it is reasonably accessible and available, Defendant will provide the Settlement Administrator and Plaintiff's Counsel information and/or documentation demonstrating why the alleged, purported member of the Settlement Class was not properly a member of the Settlement Class. Unless the purported member of the Settlement Class can establish that he or she should have been included on the Settlement Class List based on documentary evidence, Defendant's records will control. Plaintiff's Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendant and the alleged, purported member of the Settlement Class, and shall be the final arbiter of disputes relating to an alleged, proposed member of the Settlement Class's omission from the Settlement Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering the settlement, subject to final review, determination, and approval by the Court.

17. **Payments to Settlement Claimants:**

- a. **Settlement Claimants:** Settlement Class Members must submit a timely, valid Claim Form either by mail or through a secure settlement website maintained by the Settlement Administrator with the required information and signature as defined in Paragraph 14(a) to receive a payment ("settlement award"). Plaintiff will be considered a Settlement Claimant, and does not need to submit a Claim Form because he filed a Complaint asserting his claims and is signing this Settlement Agreement.
- b. **Settlement Awards and Net Settlement Fund:** All Settlement Claimants will be eligible to receive an equal share of the Net Settlement Fund, which is to be allocated amongst the Settlement Claimants pro-rata up to a maximum of \$5,000 per Settlement Claimant, with any amounts beyond \$5,000 being paid to the Legal Foundation of Washington. The amount of the Settlement Fund shall be based on the number of Settlement Claimants. If the number of Settlement Claimants is less than or equal to approximately 45% of the total Settlement Class (i.e., 95 Settlement

Claimants or less if the Settlement Class List contains 210 members), Defendant shall pay the amount of the Minimum Settlement Fund set forth above (i.e., \$137,345.00) as the Settlement Fund. For every Settlement Claimant above 45% of the total Settlement Class (i.e., every Settlement Claimant beyond the initial 95 Settlement Claimants referenced above), the value of the Net Settlement Fund shall increase by \$629.04 above the Minimum Settlement Fund, but Defendant will not pay more than the Maximum Settlement Fund (i.e., \$210,000.00) as the Settlement Fund, except to the extent provided in paragraph 22 herein.

- c. **Tax Treatment:** Settlement awards will be characterized as 100% non-wages because of the nature of the underlying claims on behalf of applicants, and will be reported on a Form 1099. The Settlement Administrator will prepare and send a 1099 for each Settlement Claimant that reflects their settlement award.
- d. **Uncashed Checks:** After 180 days following the date upon which the Settlement Administrator sends payments to Settlement Claimants, any individual settlement award amounts associated with Settlement Claimants' uncashed checks will be sent by the Settlement Administrator to the Washington Unclaimed Property Fund in the name of the Settlement Claimant whose check remained uncashed and/or undeliverable. In such event, those Settlement Claimants will be deemed to have waived irrevocably any right in or claim to a settlement award, but the Settlement Agreement nevertheless will be binding upon them.
- e. **Tax Responsibility:** Plaintiff, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Claimants will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement awards. Settlement Claimants agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the settlement award from any taxing authority.

18. **Released Claims:**

- a. **Plaintiff's General Release of All Claims:** Plaintiff agrees that he will not opt out of the Settlement. Upon entry of Final Judgment, Plaintiff will execute a release of all known and unknown claims of any kind against the Released Parties, through and including the date of Final Judgment, including any claims, lawsuits, administrative actions, or representative actions, or other action of any kind based on the released claims in this paragraph, in the form attached as Exhibit D.
- b. **Settlement Class Members' Release:** Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a timely request for exclusion in accordance with the procedures set forth in Paragraph 14(b) will release the Released Parties from all claims that were alleged or could have been alleged in the Action during the Settlement Class Period based on the same factual predicates as alleged therein, including claims under any

federal, state, or local law. These Released Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any claims for relief under RCW 49.58.060 or RCW 49.58.070, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing. All Settlement Class Members have an opportunity to submit a Claim Form by identifying themselves as a member of the Settlement Class who is asserting a claim for damages under RCW 49.58.110. Accordingly, all Settlement Class Members who do not request exclusion from the Settlement as defined in Paragraph 14(b), whether they submit a Claim Form or not, will release these Released Claims.

- c. **Released Parties:** The Released Parties are (i) Defendant and its parents, subsidiaries, affiliates, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

19. **Court Approval:** This Settlement Agreement is contingent on approval by the Court under Civil Rule 23(e).

20. **Preliminary Approval Order:** The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a Preliminary Approval Order which would accomplish the following: (a) preliminarily approves the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class for settlement purposes only; (c) appoints Plaintiff as Settlement Class Representative and the law firm of Ackermann & Tilajef, P.C. as Settlement Class Counsel for purposes of the settlement only; (d) preliminarily approves the Settlement Administrator selected by the Parties and preliminarily approves payment of the Settlement Administrator's reasonable costs, subject to final review and approval by the Court; (e) preliminarily approves an award of attorneys' fees and costs to Plaintiff's Counsel, subject to final review and approval by the Court; (f) preliminarily approves a service award to Plaintiff, subject to final review and approval by the Court; (g) approves, as to form and content, the proposed Notice, Claim Form, and Supplemental Notice attached hereto as Exhibits A, B, and C, respectively; (h) directs the emailing and mailing of the Notice and Claim Form to the Settlement Class Members (if the individual's physical address information and/or email address information is known and available); (i) directs the emailing of the Supplemental Notice in the form attached hereto as Exhibit C to the Settlement Class Members, in accord with Paragraph 14, above; and (j) schedules a final approval hearing on the question of whether the settlement, including the payment of attorneys' fees and costs and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 7 days before filing the motion for preliminary approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments. Defendant's Counsel shall provide Plaintiff's Counsel a redline draft with any proposed changes, which Plaintiff's

Counsel shall consider in good faith and confer with Defendant's Counsel on any areas of disagreement. All proposed orders submitted to the Court must be agreed and approved by all Parties.

21. **Final Approval Order:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiff's Counsel will submit a proposed final order and judgment ("Final Approval Order"): (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees and costs to Plaintiff's Counsel; (c) approving the service award to Plaintiff; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiff and Settlement Class Members from initiating or pursuing any released claims as described in Paragraph 18; and (f) dismissing the Action on the merits and with prejudice. Not later than 7 days before filing the motion for final approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments. Defendant's Counsel shall provide Plaintiff's Counsel a redline draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith and confer with Defendant's Counsel on any areas of disagreement. All proposed orders submitted to the Court must be agreed and approved by all Parties.

22. **Voidability and Escalator.** If the number of Settlement Class Members choosing to opt out of the Settlement Agreement exceeds 10% of the total number of Settlement Class Members, Defendant shall have the option of voiding the Settlement Agreement. If Defendant chooses to exercise this option, it must give notice, in writing, to Plaintiff's Counsel within 14 days of receiving the Settlement Administrator's signed declaration. In the event that the Settlement Class contains 5% or more Settlement Class Members, as of the end of the Settlement Class Period, more than the 210 of which Class Counsel were informed at settlement (i.e., 221 or more total Settlement Class Members), then Plaintiff has the option to void the Settlement Agreement unless Defendant agrees to proportionately increase the Maximum Settlement Fund by \$1,000.00 for each Settlement Class Member beyond 210. If either Party elects to void the Settlement Agreement under this Paragraph 22, then Paragraph 24(a) regarding termination of the Settlement Agreement will apply.

23. **Effective Date:** The Effective Date of the settlement will be the date when both (1) the Settlement has been finally approved by the Court, and (2) the Court's anticipated order approving the Settlement and dismissing this Lawsuit with prejudice (the "Final Judgment") becomes final. For purposes of this Settlement Agreement, the Court's Final Judgment "becomes final" upon the later of either (a) thirty-one (31) days following the Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

24. **Termination of Settlement**

- a. **Effect of Termination:** In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall

have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendant shall have no obligation to make any payments to the Settlement Class Members, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator; (c) all releases signed in connected with the Settlement Agreement shall have no force or effect; (d) the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; (e) any Preliminary Approval Order, Final Approval Order, or judgment, shall be vacated; (f) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding; and (g) neither this Settlement Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in this Action or any other action or proceeding for any purpose.

- b. **Failure of Court Approval:** Failure of the Court to grant preliminary or final approval of the Settlement Agreement in accordance with its terms (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement (with the exception of the amounts of attorneys' fees, litigation costs, and the service award) shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of any party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this Paragraph 24(b) by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.

25. **Funding of Settlement:** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1. Within 30 days of the Effective Date, Defendant shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund ("Funding Date"). Within 14 days of the Funding Date, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement awards from the Net Settlement Fund to all Settlement Claimants; (b) Plaintiff's Counsel's attorneys' fees and costs; (c) Plaintiff's service award; and (d) the Settlement Administrator's costs. The Settlement Administrator shall distribute these funds only as directed by Plaintiff's Counsel and Defendant's Counsel and as allowed under the Court's Final Approval Order. The timelines in this Paragraph are contingent on the Settlement Administrator providing Defendant with the final Settlement Fund amount, W-9 form for the Qualified Settlement Fund, and payment instructions within 30 days of Final Approval. Settlement Claimants will have 180 days from the date of issuance to cash their settlement checks.

26. **Uncashed Funds:** "Uncashed Funds" are the funds associated with checks sent to Settlement Claimants that remain uncashed after the 180-day check cashing period referenced in Paragraph 17(d), above. One hundred percent (100%) of the Uncashed Funds shall be transferred

to the unclaimed property fund managed by the State of Washington in the name of the Settlement Claimant whose check remained uncashed and/or undeliverable.

27. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

28. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, and consistent with the terms hereof, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

29. **Publicity:** Following preliminary approval, information regarding the settlement (including a copy of this Settlement Agreement and order preliminarily approving the same) may be provided on a website maintained by the Settlement Administrator. The Parties, their counsel, and the Settlement Administrator shall not publish or issue any press releases, public statements, or make any comments to the media regarding the Settlement except as expressly provided herein and except for filings with a court.

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

31. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

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

33. **Enforcement Actions:** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith.

34. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel, and, if modified after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

35. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

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

37. **Counterparts:** This Settlement Agreement may be executed in counterparts, including by copies transmitted via electronic delivery, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A signature transmitted electronically shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement.

38. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

[signatures on following page]

The undersigned Parties and their counsel have duly executed this Settlement Agreement as of the date indicated below:

Dated: 10/13/2025 | 11:07 PM PDT

Signed by:

Pejman Bozorgmehr

E8F0A1CE47534A8...

Pejman Bozorgmehr
PLAINTIFF

Dated: _____

Addus Healthcare, Inc.

By: _____

Its: _____

DEFENDANT

Dated: 10/13/2025 | 4:06 PM PDT

Signed by:

Avi Kreitenberg

FE2E074B23624E5...

Avi Kreitenberg
ACKERMANN & TILAJEF, P.C.
Counsel for Plaintiff and the Settlement Class and
Proposed Class Counsel

Dated: _____

Brian K. Keeley
JACKSON LEWIS, P.C.
Counsel for Defendant

The undersigned Parties and their counsel have duly executed this Settlement Agreement as of the date indicated below:

Dated: _____

Pejman Bozorgmehri
PLAINTIFF

Dated: 10-15-25

Addus Healthcare, Inc.
By: _____
Its: EUR, CEO
DEFENDANT

Dated: _____

Avi Kreitenberg
ACKERMANN & TILAJEF, P.C.
Counsel for Plaintiff and the Settlement Class and
Proposed Class Counsel

Dated: Oct 15 2025



Brian K. Keeley
JACKSON LEWIS, P.C.
Counsel for Defendant

EXHIBIT A

TO: **Named Recipient of Notice**

SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR THE COUNTY OF CLARK

NOTICE OF CLASS ACTION SETTLEMENT

Read this notice carefully. You may be eligible for a payment between \$629.04 and \$5,000.00 from a class action settlement related to Addus Healthcare, Inc.'s hiring practices.

To receive your settlement payment, you must complete the enclosed Claim Form and return it by mail by <<Claims Deadline>> or submit a Claim Form through the settlement website at www.<<SettlementWebsite>>.com.

A Washington State Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim and Receive a Payment from the Settlement	<p>This is the <u>only</u> way you can be eligible to receive a monetary payment from this settlement. The deadline to submit a Claim Form, either by mail or via the settlement website, is <<Claims Deadline>>.</p> <p>A Claim Form is being provided to you along with this Notice. You can complete the Claim Form and mail it to the Settlement Administrator by <<Claims Deadline>> to submit a valid and timely claim.</p> <p>You may alternatively submit a claim online by the <<Claims Deadline>> by visiting www.<<SettlementWebsite>>.com and inserting the following information: Unique ID: XXXX PIN: XXXX</p>
Exclude Yourself from the Settlement	<p>If you request to be excluded, you will no longer be in the Settlement Class and will not receive a settlement payment. This is the only option that allows you to keep any right to sue Defendant about the same legal claims in this Lawsuit. The deadline to request exclusion from the Settlement is <<Opt-Out Deadline>>.</p>
Objection to the Settlement	<p>Write to the Court explaining why you do not agree with the settlement. You must not exclude yourself from the settlement if you wish to object. The deadline to object is <<Objection Deadline>>.</p>
Attend the Final Approval Hearing	<p>You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on at</p>

	A.M./P.M.
Do Nothing	If you do nothing, you will remain in the Settlement Class, but will forfeit the opportunity to receive any settlement payment and will give up any right to sue Defendant and the other Released Parties about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit.

- Applicant for employment, Pejman Bozorgmehri (“Plaintiff” or “Class Representative”), filed a lawsuit against Addus Healthcare, Inc. (“Defendant” and together with Plaintiff, the “Parties”) on behalf of himself and a putative class of applicants. The lawsuit, titled *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Case No. 25-2-02433-06 (the “Lawsuit”) is currently pending in Clark County Superior Court. Plaintiff claims in the Lawsuit that Defendant’s job postings for open positions in Washington did not disclose the wage scale or salary range being offered as required by Washington law. Defendant disputes Plaintiff’s claims and contends it has not violated any law and Plaintiff’s claims are without merit.
- The Court has not made any determinations regarding the merit or lack of merit of the Plaintiff’s claims or who will prevail in the Lawsuit, and it has not decided whether Defendant’s actions were lawful or violated the law.
- The Parties to the Lawsuit have reached a proposed class action settlement. The proposed settlement includes a minimum payment of \$137,345.00 (“Minimum Settlement Fund”) and a maximum payment of \$210,000.00 (“Maximum Settlement Fund”) by Defendant depending on the number of valid and timely claims submitted. On <<preliminary approval date>>, the Court issued an order preliminarily approving the Settlement and authorizing a qualified Settlement Administrator (“Settlement Administrator”) to send this Notice and Claim Form.
- You are receiving this Notice because Defendant’s records indicate you may be eligible to participate in the proposed settlement as a potential member of the Settlement Class. “Settlement Class Members” include “Plaintiff and all individuals who, from January 1, 2023 through September 4, 2025 (the “Settlement Class Period”), applied for a job opening for a specific available position (i.e., not an ‘evergreen’ position) in the State of Washington with Addus Healthcare, Inc., where the job posting did not disclose the wage scale or salary range for the position, or a general description of all of the benefits and other compensation to be offered to the hired applicant.” If the Settlement receives final approval and the judgment becomes final, you are eligible for a payment of at least \$629.04 but only if you submit a valid and timely Claim Form via the mail or online through the settlement website at www.<<SettlementWebsite>>.com.
- The Court still has to decide whether to finally approve the settlement. No settlement benefits or payments will be provided unless the Court approves the settlement, and it becomes completely final.
- For complete details regarding the Settlement, please see the Settlement Agreement, the terms of which control, available at www.<<SettlementWebsite>>.com.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed class action settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. If the settlement is finally approved and the judgment becomes final, you are eligible

to receive a cash payment as part of the settlement as long as you submit a valid and timely claim. This Notice explains the Lawsuit, the Class Action Settlement Agreement (“Settlement Agreement”), and your legal rights.

Judge Derek J. Vanderwood of Clark County Superior Court is overseeing this putative class action Lawsuit. The case (or Lawsuit) is titled *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Case No. 25-2-02433-06.

Pejman Bozorgmehri is the Plaintiff and Class Representative. The company he sued, Addus Healthcare, Inc., is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who assert they have similar claims. In the context of this settlement, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

3. What is this lawsuit about?

Plaintiff claims that Defendant violated Washington law, RCW 49.58.110, by not disclosing the wage scale or salary range being offered in job postings for open positions.

Defendant denies all of the claims in the Lawsuit and contends that it is not liable to Plaintiff or the Settlement Class in any way.

More information about the Lawsuit can be found in the “Court Documents” section of the Settlement Website at www.<<SettlementWebsite>>.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members can get payment now rather than years later—if ever. The Plaintiff and Class Counsel, attorneys for the Settlement Class Members, agree the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Defendant.

5. How do I know if I am in the Settlement Class?

Defendant’s records show you submitted an application for a job opening for a specific available position (i.e., not an “evergreen” position) in Washington with Defendant between January 1, 2023 and September 4, 2025 (the “Settlement Class Period”) where the job posting allegedly did not disclose the wage scale or salary range. If you are still not sure whether you are included, you can review your own records and/or contact the Settlement Administrator by calling tollfree at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), emailing <<Settlement Administrator Email>>, or by visiting the Settlement Website at www.<<SettlementWebsite>>.com.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who submit a timely, valid Claim Form, by mail or online through the

settlement website maintained by the Settlement Administrator, are eligible to receive an equal share of the Settlement Fund. Your estimated payment amount is \$629.04, but it could be as high as \$5,000.00 depending on how many Settlement Class Members submit a valid and timely Claim Form.

Settlement payments will be characterized as non-wage damages and interest and reported on Form 1099-Misc.

7. How do I receive a payment?

To qualify for a settlement payment, you must do one of two things:

First, you can choose to complete the enclosed Claim Form and submit it by mail, **postmarked on or before <<Claims Deadline>>**, to:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>

Alternatively, you may submit a claim online on the official settlement website, **www.<<SettlementWebsite>>.com** using Unique ID: **XXXX** and PIN: **XXX**. If you choose to submit a claim on the settlement website, **you must submit your claim on or before <<Claims Deadline>>**.

Claims will be subject to a verification process. **All mailed Claim Forms and online submissions must be postmarked or submitted on or before <<Claims Deadline>>**.

To ensure you receive your payment, you **must** contact the Settlement Administrator if your address or phone number changes at any time. The Settlement Administrator may be contacted at:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>
<<Settlement Administrator Phone>>
<<Settlement Administrator Email>>

8. When will I get my payments?

The hearing to consider the fairness of the settlement is scheduled for **at A.M./P.M.** If the Court approves the settlement, eligible Settlement Class Members who submitted a timely, valid Claim Form either by mail or online through the settlement website will be mailed a check after the settlement becomes completely final. Please be patient. All checks will expire and become void 181 days after the date of issuance.

9. Will Defendant retaliate against me if I participate in the Settlement?

No. Defendant agreed to the settlement and will not take any action against any Settlement Class Member for participating in the settlement. Your decision to participate, not participate, or object to the settlement will not affect any application for employment with Defendant or Defendant's treatment of you as a current or former employee.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?

Yes, the Court appointed Craig Ackermann, Avi Kreitenberg, and Brian Denlinger of Ackermann & Tilajef, P.C. as Class Counsel to represent the Settlement Class. Their contact information is:

Craig Ackermann
Avi Kreitenberg
Brian Denlinger
ACKERMANN & TILAJEF, P.C.
2602 North Proctor Street, Suite 205
Tacoma, WA 98406
Phone: (253) 625-7720

Should I get my own attorney? You don't need to hire your own attorney because Class Counsel are working on your behalf. These attorneys and their firm are experienced in handling similar cases. You will not be charged for these attorneys. You can ask your own attorney to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

11. How will Class Counsel and the Class Representative be paid?

Class Counsel will ask the Court to approve, and Defendant agrees not to oppose, an award of attorneys' fees in the amount up to \$60,900.00 and litigation costs in the amount up to \$2,000, to be paid from the Settlement Fund. Class Counsel will also request a service award for the Plaintiff in the amount of \$5,000, to be paid from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiff. The Court may award less than the amounts requested. Whether the settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards.

YOUR RIGHTS AND OPTIONS

12. What claims do I give up by participating in this Settlement?

If the Court approves the settlement, the Court will enter a final judgment dismissing the Lawsuit "with prejudice." This means that the claims in the Lawsuit will be permanently dismissed. Specifically, Defendant will be "released" from claims as described in Paragraph 18 of the Settlement Agreement, which states that upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a valid and timely request for exclusion:

will release the Released Parties from all claims that were alleged or could have been alleged in the Action during the Settlement Class Period based on the same factual predicates as alleged therein, including claims under any federal, state, or local law. These Released Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any claims for relief under RCW 49.58.060 or RCW 49.58.070, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing.

The Released Parties are (i) Defendant and its parents, subsidiaries, affiliates, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

By being part of the settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendant or other Released Parties as described in the Settlement Agreement for any Released

Claims. Participating in the settlement does not, however, waive claims outside the Released Claims.

Any potential Settlement Class Member who does not request exclusion by the applicable deadline will be a Settlement Class Member and will be considered to have agreed to the above release and to have waived any and all of the Released Claims against Defendant and Released Parties. Any potential Settlement Class Member who requests exclusion by the applicable deadline is not a Settlement Class Member, will not be subject to the release, and will not receive any payment.

13. What happens if I do nothing?

If you do nothing, you will receive no payment under the settlement. You will still be in the Settlement Class, and, if the Court approves the settlement, you will be bound by all orders and judgments of the Court, the Settlement Agreement, and its included release. You will be deemed to have participated in the settlement and will be subject to the provisions of Section 12 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this settlement.

14. What happens if I request to be excluded?

If you submit a timely, valid request for exclusion from the settlement, you will receive no benefits or payment under the settlement. However, you will not be in the Settlement Class, will not release claims against Defendant, and will not be legally bound by the Court's judgments in this Lawsuit.

15. How do I request to be excluded?

To request to be excluded from the settlement, you must send a letter, postmarked no later than **<<Opt-Out Deadline>>**, to the Settlement Administrator at the following address:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>

To be considered valid, a request for exclusion **must** include: (i) your full name; (ii) your address; (iii) a statement that you wish to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Case No. 25-2-02433-06"); and (iv) your or your attorney's signature and date signed.

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own request for exclusion. Group requests for exclusion are not permitted.

16. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and the Released Parties for the claims being resolved by this settlement even if you do nothing.

17. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you will not receive a payment. If you choose to exclude yourself from the settlement, please do not submit a Claim Form to ask for a payment as it will not be recognized or honored.

18. How do I object to the settlement?

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you disagree with any part of it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the settlement in *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Case No. 25-2-02433-06, no later than **<<Objection Deadline>>**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to Clark County Superior Court at the following address:

Clark County Clerk
PO Box 5000
Vancouver, WA 98666-5000

If you are represented by an attorney, the attorney may file your objection through the Court's e-filing system.

To be valid, your objection must be in writing and include: (i) your full name, address, telephone number, and email address; (ii) the case name and number; (iii) the reasons why you object to the settlement; (iv) the name and address of your attorney, if you have retained one; (v) a statement confirming whether you and/or your attorney intend to personally appear at the Final Approval Hearing; and (vi) your or your attorney's signature and date signed.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to the Settlement Administrator (**<<Settlement Administrator Name>>**; **<<Settlement Administrator Address>>**) and both Class Counsel and Defendant's attorneys at the addresses listed below, postmarked no later than **<<Objection Deadline>>**:

Class Counsel	Defendant's Counsel
Craig Ackermann Avi Kreitenberg Brian Denlinger ACKERMANN & TILAJEF, P.C. 2602 North Proctor Street, Suite 205 Tacoma, WA 98406	Brian K. Keeley Amanda V. Masters JACKSON LEWIS, P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101

19. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Approval Hearing on **_____ at _____ A.M./P.M.** in Clark County Superior Court, Department 3, 1200 Franklin Street, Vancouver, WA 98660.

The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount

requested by Class Counsel for attorneys' fees, costs, and expenses and the service award for Plaintiff.

Note: The date and time of the Final Approval Hearing are subject to change by court order. Any changes will be posted at the Settlement Website, www.<<SettlementWebsite>>.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed if you would like to appear at the Final Approval Hearing.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to the hearing to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described above and in the Settlement Agreement, the Court will consider it. You may also hire an attorney to attend on your behalf at your own expense, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement by filing an objection that includes a statement that you intend to appear at the Final Approval Hearing.

GETTING MORE INFORMATION

23. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.<<SettlementWebsite>>.com.

You may contact the Settlement Administrator by phone, email, or in writing at:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>
<<Settlement Administrator Phone>>
<<Settlement Administrator Email>>

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT B

<ClaimID>
<FirstName> <LastName>
<Address1>
<Address2>
<City> <State> <Zip>

CLAIM FORM

If you wish to receive a settlement payment as part of the class action settlement in *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Clark County Superior Court, Case No. 25-2-02433-06, you must submit a valid and timely Claim Form by mail or online through the settlement website maintained by the Settlement Administrator <<Settlement Administrator Website>> and inserting the following information:

Unique ID: XXXX
PIN: XXXX

If you wish to submit a Claim Form by mail, please provide all of the information requested at the bottom of this document. Please make sure you type or print clearly in blue or black ink. Once you have filled in all the requested information, the completed Claim Form must be mailed and postmarked no later than <<Claims Deadline>> to:

<<Settlement Administrator>>
<<Settlement Administrator Address>>
<<Settlement Administrator Address>>

1. Estimated Settlement Payment

Your estimated settlement payment is \$629.04

2. Settlement Class Member Information

I declare under penalty of perjury under the laws of the State of Washington that the information supplied in this Claim Form is true and correct to the best of my knowledge, and that this Claim Form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

I qualify as a Settlement Class Member as defined in the Notice and am eligible to assert a claim for damages under RCW 49.58.110. I authorize the settlement payment to be addressed and mailed as stated below.

Full Name

Signature

Date Signed

Address City State Zip

Phone Number

Email Address

Social Security Number (for tax reporting purposes)

CLAIM FORMS POSTMARKED OR SUBMITTED ONLINE AFTER <<CLAIMS DEADLINE>> WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY FUNDS TO YOU.

EXHIBIT C

To: <<Class Member Email Address>>
From: <<Settlement Administrator>> <<Settlement Administrator Email Address>>
Subject: Important Notice of Your Right to Claim a Share of a Class Action Settlement

On <<Mailing Date>> you were sent a Notice of Class Action Settlement relating to the class action settlement in *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Case No. 25-2-02433-06, pending in Clark County Superior Court. A copy of the Notice can be found at <<Settlement Administrator Website>>.

As detailed in that Notice, you were identified as a potential Settlement Class Member – i.e., someone who submitted an application in response to one or more of the Defendant’s job postings for specific available open positions (i.e., not an “evergreen” position) in Washington that allegedly did not disclose the wage scale or salary range, or a general description of all of the benefits and other compensation to be offered to the hired applicant.

IF THE SETTLEMENT IS APPROVED BY CLARK COUNTY SUPERIOR COURT, AND AS LONG AS YOU DO NOT OPT OUT OF THE SETTLEMENT, YOU WILL BE ENTITLED TO A SETTLEMENT PAYMENT EXPECTED TO BE AT LEAST \$627.65.

IN ORDER TO OBTAIN YOUR SETTLEMENT PAYMENT YOU MUST SUBMIT A CLAIM FORM BY <<Claims Deadline>> BY MAIL OR THROUGH THE SETTLEMENT WEBSITE MAINTAINED BY THE SETTLEMENT ADMINISTRATOR: <<Settlement Administrator Website>> AND INSERTING THE FOLLOWING INFORMATION:

Unique ID: XXXX
PIN: XXX

A COPY OF THE CLAIM FORM ALSO FOLLOWS THIS MESSAGE.

You are receiving this follow up email because the Settlement Administrator has not yet received your completed Claim Form.

If you have already sent or submitted your Claim Form, you do not need to resubmit a Claim Form.

More information about the settlement and the underlying lawsuit can be obtained from the Settlement Administrator.

You can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX, emailing <<Settlement Administrator Email>>, or by visiting the Settlement Website at www.<<SettlementWebsite>>.com.

Thank you,

<<Settlement Administrator>>

CLAIM FORMS POSTMARKED OR SUBMITTED ONLINE AFTER <<CLAIMS DEADLINE>> WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY FUNDS TO YOU.

<ClaimID>
<FirstName> <LastName>
<Address1>
<Address2>
<City> <State> <Zip>

CLAIM FORM

If you wish to receive a settlement payment as part of the class action settlement in *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Clark County Superior Court, Case No. 25-2-02433-06, you must submit a valid and timely Claim Form by mail or online through the settlement website maintained by the Settlement Administrator <<Settlement Administrator Website>> and inserting the following information:

Unique ID: XXXX
PIN: XXXX

If you wish to submit a Claim Form by mail, please provide the information requested at the bottom of this document. Please make sure you type or print clearly in blue or black ink. Once you have filled in all the requested information, the completed Claim Form must be mailed and postmarked no later than <<Claims Deadline>> to:

<<Settlement Administrator>>
<<Settlement Administrator Address>>
<<Settlement Administrator Address>>

1. Estimated Settlement Payment

Your estimated settlement payment is **\$627.65**.

2. Settlement Class Member Information

I declare under penalty of perjury under the laws of the State of Washington that the information supplied in this Claim Form is true and correct to the best of my knowledge, and that this Claim Form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

I qualify as a Settlement Class Member as defined in the Notice and am eligible to assert a claim for damages under RCW 49.58.110. I authorize the settlement payment to be addressed and mailed as stated below.

Full Name

Signature

Date Signed

Address City State Zip

Phone Number

Email Address

Social Security Number (for tax reporting purposes)

CLAIM FORMS POSTMARKED OR SUBMITTED ONLINE AFTER <<CLAIMS DEADLINE>> WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY FUNDS TO YOU.

EXHIBIT D

FULL RELEASE OF CLAIMS

I, Pejman Bozorgmehri, in exchange for, and as a condition for receiving and retaining the service award approved by the Clark County Superior Court in the matter of *Pejman Bozorgmehri v. Addus Healthcare, Inc.*, Clark County Superior Court, Case No. 25-2-02433-06, hereby agree to this Full Release of Claims as follows:

1. Release and Related Provisions.

a. Release of All Claims. To the maximum extent permitted by law, I, Pejman Bozorgmehri, on my own behalf, and on behalf of my spouse or domestic partner (if any), heirs, executors, administrators, successors, and assigns, hereby knowingly and voluntarily release, waive, and forever discharge: (i) Defendant Addus Healthcare, Inc. (“Defendant”) and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies, and benefit plans, or any other entity with an interest in or obligation regarding Defendant’s liabilities; (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, agents, administrators, fiduciaries and attorneys of the entities and plans described in this sentence; (iii) any individuals or entities that assisted Defendant or any of the other individuals and entities described in subsections (i) and (ii) of this Section 1.a., with creating, publishing, processing, or hosting any of the job postings used or maintained by Defendant during the Settlement Class Period (as defined in the Class Settlement Agreement) or otherwise assisted Defendant with its employee recruitment efforts; and (iv) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (collectively referred to throughout the remainder of this Full Release of Claims as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted, which I have or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of or claims arising out of or relating to the following:

- Title VII of the Civil Rights Act of 1964;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Older Workers Benefits Protection Act (“OWBPA”);
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Fair Credit Reporting Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Washington Fair Credit Reporting Act, RCW 19.182;
- The Washington Consumer Protection Act, RCW 19.86;
- The Washington Law Against Discrimination, as amended, RCW 49.60;
- The Washington Equal Pay and Opportunities Act, RCW 49.58;
- Any provision of Title 49 of the Revised Code of Washington;

- Any provision of Title 296 of the Washington Administrative Code;
- Any claim based on any proclamations, executive orders, or related orders or directives by the Governor of the State of Washington or any public health officer;
- Any claim based on federal, state, or local law, rule, regulation, or ordinance;
- Any claim for breach of contract or promise, express or implied;
- Any claim for breach of any term or condition of an employee handbook or policy manual, including any claim for breach of any promise of specific treatment in specific situations;
- any public policy, tort, or common law; and
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in the above-described matters.

b. Claims Not Released. Notwithstanding the foregoing, I understand that this Full Release of Claims does not waive any rights I may have to pursue claims which by law cannot be waived by signing this Full Release of Claims.

c. Governmental Agencies. Nothing in this Full Release of Claims prohibits, prevents, or otherwise limits me from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC), nor does anything in this Full Release of Claims preclude, prohibit or otherwise limit, in any way, my right and ability to contact, communicate with or report unlawful conduct to any federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, I agree that if such an administrative charge or complaint is made, I shall not be entitled to recover any individual monetary relief or other individual remedies.

Dated: _____, 2025

Pejman Bozorgmehri