PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Agreement ("Agreement") is made and entered into between CHAD HOOPER (acting in his individual capacity and in a representative capacity as a private attorney general on behalf of Aggrieved Employees (defined below) and the State of California) ("Plaintiff" or "Hooper") and VIZIO, INC., a California corporation ("Defendant" or "VIZIO"). Plaintiff and Defendant are collectively referred to herein as the "Parties" or individually as "Party."

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. "Administrator" means Phoenix Class Action Settlement Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

2. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

3. "Aggrieved Employees" consist of Defendant's current and former employees, including exempt, non-exempt and independent contractors who were subject to the same wage and hour policies and practices implemented and enforced by Defendant, including, but not limited to, those relating to business expense reimbursement from May 26, 2019 to September 15, 2024. The number of Aggrieved Employees, including Plaintiff, is estimated to be Five Hundred and Ten (510) that worked a total of Twenty Eight Thousand Six Hundred Twenty Four (28,624) Pay Periods.

4. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

6. "Agreement" means the Settlement Agreement of the PAGA Action as memorialized in this Agreement.

7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

8. "Court" means the Superior Court of California for the County of Orange County.

9. "Defendant" means VIZIO, Inc., a California corporation.

10. "Defense counsel" means Kelsey Scherr of Dinsmore Shohl, LLP.

11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

12. "Gross Settlement Amount" is the non-reversionary sum of Seven Hundred Thousand Dollars and Zero cents ($700,000.00), which represents the total amount payable under this Agreement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to the Settlement Administrator, and payment of Plaintiff's reasonable attorneys' fees, expenses, and costs, respectively, incurred to prosecute the PAGA Action.

13. "Judgment" means judgment entered by the Superior Court of California, County of Orange County in this PAGA Action based upon the Final Approval.

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

15. "LWDA" means the California Labor and Workforce Development Agency.

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

17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amount approved by the Court: (a) Plaintiff's attorneys' fees up to 33.3% of the Maximum Agreement Amount, currently estimated at Two Hundred and Thirty Three Thousand and One Hundred Dollars ($233,100.00); (b) Plaintiff's costs of suit, not to exceed Twenty Five Thousand Dollars ($25,000.00); (c) the cost of the Settlement Administrator, estimated to be Five Thousand and Five Hundred Dollars and Zero Cents ($5,500.00); and (d) the LWDA Payment . The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

18. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

19. "PAGA Action" means the_matter entitled *Chad Hooper v. VIZIO, Inc.*, Orange County Superior Court Case No. 30-2020-01144007-CU-OE-CXC initiated on May 26, 2020, and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated April 15, 2020.

20. "PAGA Complaint" means the Second Amended Representative Action Complaint *Chad Hooper v. VIZIO, Inc.*, Orange County (CA) Superior Court No. 30-2020-01144007-CU-OE-CXC, filed on September 27, 2021.

21. "PAGA Notice" means Plaintiff's April 15, 2020, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($438,262.68), allocated 25% to the Aggrieved Employees ($109,565.67) and the 75% to LWDA ($328,670.76) in settlement of PAGA claim.

23. “PAGA Period” means the time period of May 26, 2019 to September 15, 2024.

24. “PAGA Released Claims” means any and all claims under PAGA that are pled in the PAGA Action, or which could have been pled under the PAGA Action based on the factual allegations in the PAGA Complaint and Plaintiff’s April 15, 2020, PAGA Notice that arose during the PAGA Period.

25. “Parties” means Plaintiff Chad Hooper and Defendant VIZIO, Inc.

26. “Plaintiff” means Chad Hooper, the named plaintiff in the PAGA Action.

27. “Plaintiff’s Counsel” means Justin Lo of Work Lawyers PC.

28. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Section IV herein below.

29. “Released Parties” means Defendant and any of Defendant’s present and former parents, subsidiaries, affiliates, and joint ventures, and all of Defendant’s shareholders, partners, officers, directors, members, employees, agents, servants, registered representatives, attorneys, insurers, predecessors, successors, affiliates, and assigns, and any other persons acting by, through, under, or in concert with and of them (and including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries). All payment obligations set forth in this Agreement shall be the sole responsibility of Defendant.

30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

1. On April 15, 2020, Plaintiff filed the PAGA Notice with the LWDA, and served the PAGA Notice on Defendant, asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

2. On May 26, 2020, Plaintiff and his counsel filed the PAGA Complaint. In the PAGA Complaint, Plaintiff alleged a single cause of action seeking imposition of civil penalties under PAGA based upon Defendant’s alleged failure to: (1) provide meal periods in violation of Labor Code section 512; (2) provide rest periods in violation of Labor Code section 226.7; (3) failure to provide complete and accurate wage statements, in violation of Labor Code section 226; (4) to pay all wages; (5) to timely pay wages during employment in violation of Labor Code 204; (6) to pay all wages due to discharged and quitting employees in violation of Labor Code 201, 202 and 203; and (7) to reimburse work-related expenses in violation of Labor Code 2802(a).

3. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendant's relevant policy documents, employee handbooks, start and stop dates for the Aggrieved Employees, Plaintiff's employee file, Plaintiff's timekeeping and wage records, timekeeping and payroll data for 33% of the putative Aggrieved Employees, and a sampling of wage statements and time card data.

4. On May 21, 2024, the Parties participated in mediation with professional neutral, Steven Rottman. There was no resolution on May 21, 2024, but the Parties continued settlement discussions for several months. The Parties have agreed to fully and finally resolve the PAGA Action as to Plaintiff and Aggrieved Employees.

III. MONETARY TERMS OF SETTLEMENT

1. **Gross Settlement Amount**. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $700,000.00, and no more, as the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant within thirty (30) days of entry of Judgment and receipt of required tax forms. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant or Plaintiff's Counsel.

2. **Payments from the Gross Settlement Amount**. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

a. To Plaintiff's Counsel: A Plaintiff's Counsel Fees Payment of not more than 33.3% of the Gross Settlement Amount, which is currently estimated to be $233,100.00 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file an application or motion for Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Plaintiff's Counsel Fees Payment and/or Plaintiff's Costs Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Costs Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

b. To the Administrator: An Administrator Expenses Payment not to exceed $5,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

c. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least $438,262.68 to be paid from the Gross Settlement Amount, with 75% ($328,670.76) allocated to the LWDA PAGA Payment and 25% ($109,565.67) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment –by dividing the Aggrieved Employees' share of PAGA Penalties ($109,565.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

ii. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

iii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

d. Failure to timely tender payment to the Settlement Administrator will be deemed a breach of this Agreement. In the event of any breach of the Agreement, the unpaid amounts and all other accrued obligations shall automatically become immediately due and payable within thirty (30) calendar days. The Parties agree the Court shall retain jurisdiction to enforce this settlement agreement pursuant to Code of Civil Procedure § 664.6.

3. **Escalator Clause**. The Parties agree that the following Escalator Clause will not take effect unless, if, as of the date of the Approval Order, the total pay periods for Aggrieved Employees is more than 10% of the estimated total pay periods of 27,041 (which is 29,746 pay periods or more):

a. Defendant represents, and Plaintiff has confirmed, that the number of relevant pay periods from May 26, 2019 to September 15, 2024, based on their review of data and records, is estimated to be Twenty Eight Thousand Six Hundred Twenty Four (28,624) Pay Periods and that the total number of Aggrieved Employees is estimated to be Five Hundred and Ten (510).

b. If the actual number of pay periods between May 26, 2019 to September 15, 2024 increases by ten percent (10%) or more t, Defendant shall increase the Global Settlement Amount on a proportional basis, (for example, if the number of workweeks during the Class Period is more than 10% greater (i.e., if there are 31,486 or more pay periods worked by the Aggrieved Employees during the PAGA Period), VIZIO agrees to increase the Gross Settlement Amount on a proportional basis by the amount by which it exceeds 10% (i.e., if there was a 11% increase in the number work weeks during the PAGA Period, VIZIO would agree to increase the Gross Settlement Amount by 1%)).

IV. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, pursuant to CCP 664.6 and CRC 3.769(h) Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

a. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

V. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and Plaintiff's Counsel will release claims against all Released Parties as follows:

1. **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including Plaintiff's Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Second Amended PAGA Complaint and the PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

2. **Release by Aggrieved Employees:** Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees, and the State of California shall fully release and forever discharge the Released Parties, as defined herein, from any and all PAGA claims, demands, rights, liabilities, and causes of action which arose during PAGA Period (defined above), seeking civil penalties and any other remedies available under California Labor Code sections 2698, *et seq.*, including attorneys' fees and costs, that were described in the PAGA Notice, and alleged or could have been alleged in the PAGA Complaint, including PAGA claims for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197 and 2802, and all applicable IWC Wage Orders as to the above claims ("Released Claims"). The release of the Released Claims shall be effective as to the PAGA Period

(defined above). The Parties expressly acknowledge that the release on behalf of the State of California will extinguish any and all claims for penalties that the State of California could have brought on behalf of the Aggrieved Employees, and that the Aggrieved Employees therefore will, after judgment is entered in this Action following final approval of the Settlement, be barred by the doctrines of res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at issue in the in the PAGA Complaint and the PAGA Notice, whether brought on an individual, representative, or collective basis.

3. **Release by Plaintiff's Counsel.** Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorney's fees and costs of suit incurred in connection with the PAGA Complaint and the PAGA Period facts stated in the PAGA Complaint and the PAGA Notice.

4. **Defense Counsel Release.** Defendant fully discharges its obligations to the Aggrieved Employees to whom it will pay Individual PAGA Payments through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by the Aggrieved Employees.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare all papers necessary to obtain the Court's Approval Order, including all moving papers and supporting evidence.

1. **Plaintiff's Responsibilities.** Plaintiff will prepare and serve to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft [Proposed] Order Granting Approval of PAGA Settlement; (ii) a quote from the Administrator attaching its "not to exceed" bid for administering the Settlement and a signed declaration attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from Plaintiff's Counsel to its timely transmission to the LWDA of all necessary PAGA documents [initial notice of violations (Labor Code section 2699.3, subd. (a)], PAGA Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2(iv) a [Proposed] Judgment consistent with the terms of this Agreement and the [Proposed] Order Granting Approval of PAGA Settlement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense counsel shall immediately notify Plaintiff's counsel of any other pending action asserting claims that will be extinguished or adversely affected by the Settlement.

2. **Responsibilities of Plaintiff's Counsel.** Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

VII. ADMINISTRATION OF SETTLEMENT

a. **Selection of Administrator**. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. Phoenix Class Action Administration Solutions shall post the operative Complaint, Settlement Agreement, Notice Letter, and Final Order and Judgment on its website for at least 30 days after entry of Judgment.

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

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

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

e. **Provision of Information for Aggrieved Employees.** Within 15 days of the Effective Date, Defendant will in good faith compile from its records a list of Aggrieved Employees, formatted as a Microsoft Excel spreadsheet, that includes each Aggrieved Employee's full name, last known mailing address, last known telephone number, hire date(s), termination date(s) (if applicable), total pay periods worked during the PAGA Period, and Social Security numbers, and provide that spreadsheet to the Administrator. To protect Aggrieved

Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. VIZIO has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which VIZIO must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data

f. **Explanatory Letter and Individual PAGA Payments**. Within 15 business days of Defendant's provision of Aggrieved Employee roster and data and funding of the Gross Settlement Amount, the Administrator will transmit the Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail, together with a letter explaining the terms of settlement and calculation of the Individual PAGA Payment, to be prepared and approved by the Parties.

g. **Undeliverable Notices**. The Administrator shall make best efforts to deliver the Individual PAGA Payment to each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employees to whom the checks were issued.

h. **Tax Treatment.** All Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement. The administrator shall timely handle all required tax reporting on the Individual PAGA Payments and issue the requisite tax reports to the IRS associated with these payments.

i. **Accounting**. Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendants' counsel of the amounts paid from the Settlement. Upon reasonable request, Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendant's counsel of the amounts paid as Individual PAGA Payments, LWDA Payment, Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Costs Payment.

VIII. MISCELLANEOUS PROVISIONS

1. **Authorization to Enter into Agreement**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

2. **Drafting**. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

3. **No Admission**. Nothing in this Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaim any such liability or wrongdoing. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, VIZIO reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest VIZIO's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).This Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

4. **Successors**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

5. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement and the PAGA Action, except as specifically set forth in Paragraph III(2)(a) hereinabove.

6. **Governing Law**. This Agreement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the State of California.

7. **Integrated Agreement**. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

8. **Amendment or Modification**. This Agreement may be amended or modified only by an express written instrument, signed by all Parties or their representatives, and approved by the Court.

9. **Execution and Counterparts**. This Agreement is subject to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10. **Covenants and Representations by Plaintiff and Plaintiff's Counsel**. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

11. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

12. **Invalidity of Any Provision**. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

13. **Severability**. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Mutual Preparation**. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

16. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs.

17. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

19. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Confidentiality**. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

21. **Use and Return of Aggrieved Employee Dat**a. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by VIZIO or Defense counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from VIZIO unless, prior to the Administrator's payment of all Settlement Funds, VIZIO makes a written request to Plaintiff's Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

22. **Headings**. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

23. **Calendar Days**. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

24. **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

25. **No Reliance on Representations**. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: October 8, 2025

CHAD HOOPER (Plaintiff)

DocuSigned by:
Chad Hooper
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Chad Hooper

Dated: 10/10/2025, 2025

VIZIO, INC. (Defendant)

By: Adam Townsend
Its: CFO