

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter “Agreement”) is made and entered this ____ day of April 2022, by and between Plaintiff Cameron Contreras (“Plaintiff”) on the one hand and Defendants Electronic Arts Inc. (“EA”) and PRO Unlimited, Inc. (“PRO”) (collectively referred to herein as “Defendants”) on the other. The Defendants and Plaintiff are collectively referred to herein as the “Parties.”

Recitals

A. **WHEREAS**, on November 23, 2021, Plaintiff sent a letter to the State of California Labor & Workforce Development Agency regarding his potential representative Labor Code claims under the Private Attorneys General Act (“PAGA”) against EA (“Plaintiff’s LWDA Notice”);

B. **WHEREAS**, on January 28, 2021 Plaintiff filed a Private Attorneys General Act (“PAGA”) representative action complaint against EA in the Superior Court of the State of California, County of San Mateo entitled *CAMERON CONTRERAS, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”); v. ELECTRONIC ARTS INC., a Delaware corporation; and DOES 1 through 100, inclusive*; Case No. 21-CIV00458 (the “Action”);

C. **WHEREAS**, on December 1, 2021 after an exchange of detailed information and data pertaining to putative class members and potential “aggrieved employees,” the Parties mediated before Jeffrey Krivis (“Mediator”);

D. **WHEREAS**, the Parties did not come to a resolution on December 1, 2021 at mediation. However, on December 2, 2021, the Parties were able to come to a resolution of the matter via agreement to a Mediator’s proposal;

E. **WHEREAS**, on February 23, 2022 Plaintiff filed a First Amended Complaint (“FAC”) in the Action adding PRO as a party and amending his claims to add class action claims for each of the violations previously pursued on a PAGA only basis;

F. **WHEREAS**, Defendants have denied, and continue to deny, any liability on the claims and contentions made in the Action, deny that they or any of their employees or agents engaged in any unlawful or improper conduct with respect to Plaintiff or any putative class member and/or potential “aggrieved employee”, and maintain that any and all monies due to Plaintiff have been properly and timely paid;

G. **WHEREAS**, subject to Court approval, the Parties desire to settle, compromise, and avoid any further litigation relating to the events or facts giving rise, or related to, the contentions described in the original Complaint and the FAC in the Action and have agreed to settle the Action by agreement, upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

- A. “Administrative Costs” means all fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement including, but not limited to (i) fees and costs associated with preparing, issuing and/or monitoring reports, filings, and notices (including the cost of printing and mailing all notices and other documents to the Settlement Class) required to be prepared in the course of administering the Settlement Proceeds; (ii) computing, processing and distributing the Settlement Payments, the PAGA Payments, Taxes, and any other payments to be made out of the Settlement Proceeds under this Settlement Agreement; and (iii) preparing and filing all tax returns and information returns and any other filings required by any governmental taxing authority or agency arising out of this settlement, and which shall not exceed \$10,000.
- B. “Settlement Administrator” means Simpluris Settlement Administrators, the settlement claim administration firm mutually selected by the Parties and approved by the Court, which the Plaintiffs and Defendants have agreed will be responsible

for administration of the settlement terms set forth in this Settlement Agreement, and related matters.

C. “Class Counsel” means:

Douglas Han
Shunt Tatavos-Gharajeh
Josh B. Tran
Justice Law Corporation
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone (310) 230-7502

D. “Counsel for Defendants” means:

EA Counsel:
Seth E. Pierce
Stephen A. Rossi
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor,
Los Angeles, CA 90067
Telephone (310) 312-3221

PRO Counsel:
Ashley Farrell Pickett
Radha D.S. Kulkarni
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Telephone (310) 586-7700

E. “Class Counsel Attorneys’ Fees” means the amounts to be paid to Class Counsel for attorneys’ fees pursuant to Section II pursuant to the Court’s approval.

F. “Release Period” means January 28, 2017 through March 30, 2022 or preliminary approval, whichever is sooner.

G. “Court” means the Superior Court of California, for the County of San Mateo.

H. “Defendants” as used herein means EA and PRO.

- I.** “Effective Date of Settlement” means the date on which the Order of the Court finally approving the Settlement Agreement and entering a Judgment on Settlement becomes final, non-appealable, and not subject to any further review or consideration by any court. Thus, if no appeal is filed, the Effective Date of Settlement would be thirty-one (31) calendar days after entry of the order of the Court finally approving the settlement and entering judgment.
- J.** “Final Fairness and Approval Hearing” is the final hearing at which the Court will consider whether this Settlement Agreement is fair, adequate, and reasonable pursuant to California Rule of Court 3.769.
- K.** “Incentive Award” means the amount to be paid to Plaintiff as an incentive award pursuant to Section II and the Court’s approval, and which shall not exceed \$10,000.
- L.** “Litigation Costs” means the amount to be paid to Class Counsel for litigation costs pursuant to Section II of this Settlement Agreement and the Court’s approval.
- M.** “Plaintiff” means Cameron Contreras as named plaintiff, proposed class representative, and authorized representative of the Labor and Workforce Development Agency (“LWDA”) in the Action.
- N.** “Net Settlement Amount” means the Settlement Proceeds less Court approved deductions for Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, Administrative Costs and the California Labor and Workforce Development Agency’s share of allocated California Labor Code Private Attorney General Act penalties.
- O.** “Notice” means a document substantially in the form of the Notice attached hereto as Exhibit 1 to the Proposed Order found as Exhibit A hereto which has been agreed to by the Parties and subject to Court’s approval and which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, their respective workweeks during the Settlement Class Period,

their estimated share of the Net Settlement Amount, and the opt-out procedure, the objection procedure.

- P.** “Participating Class Members” means those Settlement Class Members who have not timely opted-out pursuant to Section II.
- Q.** “PAGA Group Members” means all Settlement Class Members who were employed by PRO and provided services in the Competitive Gaming Group at EA in the State of California at any time from November 23, 2019 through March 30, 2022 or the date of preliminary approval, whichever is sooner. (“PAGA Period”) regardless of whether or not they opt-out of the settlement pursuant to Section II.
- R.** “PAGA Payment” means the amount to be paid to each PAGA Group Members from the “PAGA Settlement Fund” regardless of whether or not he or she submits a valid and timely Request for Exclusion Form pursuant to the procedure set forth in Section II.
- S.** PAGA Settlement Fund is equal to 25% of the Settlement Proceeds allocated to pay PAGA penalties, which amount will be allocated among the PAGA Group Members.
- T.** “Parties” means Plaintiff and Defendant.
- U.** “Preliminary Approval Date” means the date upon which the Court enters an Order preliminarily approving this Settlement Agreement.
- V.** “Released Claims” means any and all claims, demands, rights, liabilities, acts, or omissions and/or causes of action of any nature and description whatsoever, in law or in equity, during the Released Period (“Claims”), referenced in any pleading in the Action, including Plaintiff’s LWDA Notice, any and all Claims that could have been asserted based on the facts pleaded in Plaintiff’s LWDA Notice or the pleadings in this Action, and any and all alleged violation(s) of any provision of (i) the California Labor Code, including without limitation, claims under California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510,

512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq. (the Private Attorneys General Act); (ii) the applicable IWC Wage Order(s); (iii) Section 17200 et seq. of the California Business and Professions Code; (iv) common law claims based on the foregoing, including, but not limited to, conversion or breach of contract; (v) violations of any state or federal statutes (including claims arising under the Fair Labor Standards Act), rules, or regulations, based upon, arising out of, or related to any Claims or allegations raised in the Action, including those claims or allegations that Defendants, or either of them, (1) failed to pay all meal period wages and rest break wages, (2) failed to properly calculate and pay all minimum and overtime wages, (3) failed to provide accurate wage statements, (4) failed to pay all wages due and owing during employment and upon termination of employment, (5) failed to reimburse all necessary business expenses, (6) misclassified employees as exempt, and (7) in any way violated the California Labor Code.

- W.** “Released Parties” means Defendants, together with each of their past and present direct and indirect parents, subsidiaries, successors, agents, assigns, divisions, related companies, partners and affiliates, and their respective past and present stockholders, executives, agents, payroll processing providers, payroll funding companies, officers, directors, employees, managers, attorneys and insurers as well as any other persons or entities who are alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action
- X.** “Releasers” means all members of the Settlement Class, as well as their successors, assigns, heirs, executors, trustees, and administrators.
- Y.** “Settlement Agreement” means this settlement agreement, including the attached Exhibits in its current form, or as modified by the Court.
- Z.** “Settlement Check” means the check that will be issued to each Settlement Class Member who does not submit a valid and timely Request for Exclusion Form pursuant to the procedure set forth in Section II.

- AA.** “PAGA Settlement Check” means the check that will be issued to each PAGA Group Member regardless of whether they submit a valid and timely Request for Exclusion Form.
- BB.** “Settlement Class Members” or “Settlement Class” means any and all individuals who were employed by PRO and provided services in the Competitive Gaming Group at EA in the State of California at any time during the Release Period. “Settlement Class Member” means an individual member of the “Settlement Class.”
- CC.** “Settlement Payment” means the amount to be paid to each Settlement Class Member who does not submit a valid and timely Request for Exclusion Form pursuant to the procedure set forth in Section II.
- DD.** “Settlement Proceeds” is \$250,000 and represents the total and maximum non-reversionary amount to be paid pursuant to this Settlement Agreement except for any Employer Payroll Taxes, which will be paid separately in addition to the Settlement Proceeds.

II. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES.

A. Settlement Proceeds.

1. The Settlement Proceeds consist of the following estimated payments (as set forth herein in greater detail at Section II): (i) up to \$10,000 for Administrative Costs; (ii) up to \$10,000 for Incentive Awards to Plaintiff; (iii) up to \$83,333.33 for Class Counsel’s Attorneys’ Fees as approved by the Court; (iv) up to \$20,000 for Class Counsel’s Litigation Costs as approved by the Court; (v) at least \$131,666.67 for settlement disbursements to the Settlement Class (the “Net Settlement Amount”); and (vi) \$25,000 (the amount allocated as PAGA penalties, or “the PAGA Settlement Amount”). In no event will any funds from the Settlement Proceeds revert to Defendants. The Settlement Proceeds does not include

Employer Payroll Taxes, which shall be paid separately, and in addition to, the Settlement Proceeds.

2. The Settlement Proceeds amount is based on Defendants' representations that there were 124 Settlement Class Members from January 28, 2017 through November 7, 2021 who have worked approximately 3,000 workweeks at EA while employed by PRO. If, by March 30, 2022, the number of workweeks has increased by 10% or more (i.e., if there are 3,300 or more workweeks), then the Settlement Proceeds amount shall increase on a proportional basis above 10% (i.e., if the actual number of workweeks were 20% greater than 3,000, the Settlement Proceeds would increase by 10%).

B. Retention of Settlement Administrator and Provision of Class Information.

1. The Parties will retain the Settlement Administrator to: (1) perform a National Change of Address ("NCOA") search of the Class List prior to the initial mailing; (2) distribute the Notice of Class Action Settlement and Request for Exclusion Forms to all Settlement Class Members; (3) distribute the Notice of PAGA Settlement; (4) receive and forward to Class Counsel and Counsel for Defendants requests to "opt-out" of the Settlement or "object" to the Settlement; (5) be available to Settlement Class Members, Counsel for Defendants and Class Counsel to answer inquiries; (6) determine the Settlement Payment to each Participating Class Member; (7) determine the PAGA Payment to each PAGA Group Member; (8) prepare a final list of Participating Class Members, PAGA Group Members, PAGA Payments and Settlement Payments; (9) distribute Settlement Payments to Participating Class Members upon final approval; (10) distribute PAGA Payments to PAGA Group Members upon final approval; and (11) perform other, customary duties of a Settlement Administrator in a settled wage and hour class and PAGA action. The Court-appointed Settlement Administrator will be experienced and qualified in the administration of

class action monetary settlement distribution and claims proceedings. The Settlement Administrator will establish a settlement payment center address and telephone number to receive Settlement Class Members' inquiries about the Notice of Class Action Settlement and settlement procedures. All Administrative Costs will be included within the maximum \$10,000 for Administrative Costs. Should the Administrative Costs be less than \$10,000, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

2. Defendants will provide to the Settlement Administrator, within ten (10) business days of the Preliminary Approval Date, a list containing the names, last known addresses, social security numbers, dates of employment, and work week information for each Settlement Class Member (the "Class Data"). Plaintiff and Class Counsel shall not request or receive such information.

C. Settlement Formula and Distribution.

1. Settlement Payments: The Net Settlement Amount shall be allocated among Participating Class Members on a pro rata basis as follows. First, the total work weeks worked at EA by all Participating Class Members while employed by PRO within the Release Period will be totaled based upon the Settlement Administrator's review of the payroll records ("Participating Class Member Work Weeks"). The Net Settlement Amount will then be divided by the Participating Class Member Work Weeks, to arrive at a Work Week Payment. The total work weeks worked at EA within the Release Period while employed by PRO for each Participating Class Member will then be calculated, based upon the Settlement Administrator's review of the records, which will then be divided by the total Participating Class Member Work Weeks to arrive at each Participating Class Member's percentage recovery ("Individual Class Member Percentage Recovery"). Each Participating Class Member's Individual Class Member Percentage

Recovery will then be multiplied against the Net Settlement Amount to arrive at that Participating Class Member's Settlement Payment.

2. **PAGA Payments:** For purposes of this Settlement only, the Parties recognize and agree that the PAGA Settlement Amount (\$25,000 of the Settlement Proceeds) represents the amount to be paid in settlement of all claims made in the Action pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698, *et seq* with \$18,750 (i.e., 75%) paid to the LWDA and the remaining \$6,250 (i.e., 25%) (the PAGA Settlement Fund) paid to the PAGA Group Members. The PAGA Settlement Fund, will be allocated to PAGA Group Members on a pro rata basis, and shall be calculated as follows. First, the total work weeks worked at EA by PAGA Group Members while employed by PRO within the time period of November 23, 2019 through March 30, 2022 ("PAGA Release Period" will be totaled based upon the Settlement Administrator's review of the payroll records ("PAGA Group Member Pay Periods"). The PAGA Settlement Fund will then be divided by the PAGA Group Member Work Weeks, to arrive at a PAGA Work Week Payment. The total work weeks worked at EA within the Release Period while employed by PRO for each PAGA Group Member will then be calculated, based upon the Settlement Administrator's review of the records, which will then be divided by the total PAGA Group Member Pay Periods to arrive at each PAGA Group Member's percentage recovery ("Individual PAGA Group Member Percentage Recovery"). Each PAGA Group Member's Individual Class Member Percentage Recovery will then be multiplied against the PAGA Settlement Fund to arrive at that PAGA Group Member's PAGA Payment.

D. Request for Preliminary Approval and Certification.

1. Upon execution of this Settlement Agreement by all Parties, Plaintiff will move the Court to grant preliminary approval of the Settlement Agreement and for preliminary certification, for settlement purposes only, of the

Settlement Class. By that request, Plaintiff will ask the Court to issue orders in the form of the “[proposed] Order Granting Preliminary Approval of Class Action Settlement and for Class Notice of Settlement and Fairness Hearing” (“Proposed Order”) attached hereto as Exhibit A, granting preliminary approval of the Settlement Agreement, granting certification of the Settlement Class for settlement purposes only, approving the “Notice of Class Action Settlement” and “Exclusion or Opt-Out Request Form,” attached respectively as Exhibits 1 and 2 to the Proposed Order found as Exhibit A hereto, and setting a Final Fairness and Approval Hearing no later than sixty (60) calendar days after the Preliminary Approval Date or on such date as the Court deems appropriate (herein “Order for Class Notice of Settlement and Fairness Hearing”). Plaintiff’s submission will include such pleadings and evidence as may be required for the Court to determine that this Settlement Agreement is fair, adequate and reasonable under California Rule of Court 3.769 and that it constitutes a “good faith settlement” within the meaning of the California Code of Civil Procedure. Within fifteen (15) calendar days after execution of the Settlement Agreement, and in all events at least seven (7) business days prior to the filing deadline for the Motion for Preliminary Approval, Plaintiff shall submit the Motion for Preliminary Approval to Defendants’ counsel for review, input and comment. Defendants shall provide any comment to the Motion for Preliminary Approval within five (5) business days after receipt. If no comments are provided within the time frame, Plaintiff may proceed with the filing.

2. The Parties and their counsel agree, however, that if this Settlement Agreement is not finally approved by the Court or Defendants elect to withdraw from the Settlement Agreement under any of the terms in Section II(I)(1)-(2), certification of any Settlement Class will be vacated without prejudice to the Parties’ respective positions on the issues of class certification. In such event, Defendants will have the right to object to class

certification of the Action on all available bases as if the Settlement Agreement had never been negotiated or executed.

E. Settlement Administrator's Mailing of Class Notice and Exclusion Form.

1. Within ten (10) business days of receiving the Class Data pursuant to Section II (B)(2) above, and having updated that list through the National Change of Address Database and along with any updated information provided by Defendants and/or Class Counsel concerning Settlement Class Members' addresses, the Settlement Administrator will send by first-class United States mail to the last known address for each member of the Settlement Class a Class Notice of settlement in the form of the "Notice of Class Action Settlement" attached as Exhibit 1 to the Proposed Order found as Exhibit A hereto. The Settlement Administrator shall retain proof of mailing of all Class Notices.
2. The individualized estimated claim amount set forth in the Notice of Class Action Settlement sent to each Settlement Class Member shall be calculated as described in paragraph C.1-2 above.
3. The Settlement Administrator also will send by first-class United States mail to all members of the Settlement Class with the Notice of Class Action and PAGA Settlement a request for exclusion form in the form of the "Exclusion or Opt-Out Request Form" (hereinafter "Request for Exclusion Form") attached as Exhibit 2 to the Proposed Order found as Exhibit A hereto. Any member of the Settlement Class who personally requests a Request for Exclusion Form (by mail or telephone) will be promptly furnished one by the Settlement Administrator.
4. Any returned envelopes from the mailing with forwarding addresses will be utilized by the Settlement Administrator to locate the Settlement Class Members through reasonable and customary efforts used in the administration of such settlements, including checking the National Change

of Address database and performing a skip trace. Specifically, if a Notice of Class Action Settlement is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall promptly re-mail the Notice of Class Action Settlement to the forwarding address provided by the Post Office. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) calendar days of receiving the returned Notice of Class Action Settlement. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice of Class Action Settlement to the Settlement Class Member immediately, and in any event within five (5) calendar days of obtaining the updated address. For any Settlement Class Member whose Notice of Class Action Settlement is re-mailed, the deadline to submit Opt-Outs, written objections, or disputes will be extended fifteen (15) calendar days from the date of re-mailing. This extended date will be updated in the Notice of Class Action Settlement by the Settlement Administrator prior to the re-mailing. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

5. Printing and mailing costs of the Notice of Class Action and PAGA Settlement and Request for Exclusion Form, including the cost of re-mailing such notices and forms returned as undeliverable that include a forwarding address, will be included within the maximum \$10,000 for Administrative Costs.
6. Compliance with the procedures described in this Section II shall constitute due and sufficient notice to Settlement Class Members of this settlement, and the Final Fairness and Approval Hearing shall satisfy the requirements of due process, and nothing else shall be required of the Plaintiff, Class Counsel, Defendants, Counsel for Defendants, or the Settlement

Administrator to provide notice of the settlement and the Final Fairness and Approval Hearing in the Action.

F. Disputes Regarding Settlement Class Member's Individual Settlement Calculations.

1. The Notice of Class Action Settlement shall disclose the amount of the Settlement Class Member's estimated Settlement Payment and PAGA Payment (their "Recovery Amounts"), as well as the work week information that was used to calculate the Settlement Class Member's Recovery Amounts. Settlement Class Members may dispute the number of work weeks credited to them in their Notice of Class Action Settlement by following the instructions therein. Disputes may be emailed, mailed, or faxed to the Settlement Administrator and must be submitted on or before the day that is sixty (60) calendar days after the original date of mailing, or in the case of a re-mailed Notice of Class Action Settlement, an additional fifteen (15) calendar days. The Settlement Administrator may confer with Counsel for Defendants and Class Counsel in an attempt to resolve any issues raised by Settlement Class Members relating to Recovery Amounts, and may request that Defendants review any materials submitted by the Settlement Class Member, as well as any personnel or payroll records regarding a Settlement Class Member's Recovery Amounts. Defendants may review and evaluate any such materials and, after review and evaluation of such materials, will notify the Settlement Administrator of information, if any, relevant to adjusting the Recovery Amount. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Recovery Amounts under the terms of this Agreement. However, payroll records and Defendants' respective interpretation of those records shall be presumptively correct and shall control in resolving any issue or dispute.

G. Settlement Class Member's Response to "Opt-Out" or "Object" to the Settlement.

1. Request to "Opt-Out".

- a. A Settlement Class Member who wishes to be excluded from the Class Settlement must complete and sign the Request for Exclusion Form, and return it to the Settlement Administrator postmarked, fax-stamped, or emailed no later than sixty (60) calendar days after the original date of the Settlement Administrator's mailing of the Notice of Class Action Settlement and Request for Exclusion Form (the "Opt-Out Deadline"). For any Settlement Class Member whose Notice of Class Action Settlement and Request for Exclusion Form is re-mailed, the Opt-Out Deadline will be extended fifteen (15) calendar days from the date of re-mailing. The Opt-Out Deadline date in the Notice of Class Action Settlement and Request for Exclusion Form will be updated by the Settlement Administrator prior to the re-mailing. Any Settlement Class Member who submits a valid and timely Request for Exclusion Form shall not be a Participating Class Member, and shall be barred from receiving any settlement proceeds and shall receive no benefit from this settlement with the exception of the PAGA Payment.
- b. To the extent a Settlement Class Member submits a Request for Exclusion Form which modifies or amends the language in the Request for Exclusion Form, the Parties each reserve the right to seek review by the Court to have the Request for Exclusion declared valid or invalid.
- c. Any Settlement Class Members who do not timely request exclusion (i.e. opt out) of the proposed settlement shall be bound by the resolution of any and all issues arising in connection with Settlement Class claims for relief, such that any Released Claims are deemed waived. Any Settlement Class Members who do not timely request

exclusion (i.e. opt-out) from the proposed settlement shall further be bound by attorneys' fees and costs allocations.

- d. Settlement Class Members may not opt out of the PAGA Release, which binds all Settlement Class Members.

2. Objections to Settlement.

- a. Any Participating Class Member who wishes to present objections to the Proposed Settlement should do so in writing. Written objections should be mailed, emailed, or faxed to the Settlement Administrator, who shall serve copies of all Objections to Class Counsel and Counsel for each Defendant, not later than sixty (60) calendar days following the date of mailing of the original Notice of Class Action Settlement. All objections should state with particularity the basis therefore, and should include all factual and legal bases for the objections and include any and all supporting papers, briefs, and written evidence. Any Settlement Class Member who wishes to may appear at the Final Fairness and Approval Hearing in person, by remote means as permitted by the applicable rules of Court, or through their own counsel and raise an objection at the Final Fairness and Approval Hearing.
- b. Class Counsel and Counsel for Defendants will file any responses to any written objections submitted to the Court in accordance with this Settlement Agreement at least seven (7) calendar days before the Final Fairness and Approval Hearing.

H. Record Keeping and Reporting Obligations Prior To Final Approval.

- 1. As soon as practicable following the Opt-Out Deadline, and in all events no later than seven (7) business days after the Opt-Out Deadline, the Settlement Administrator will provide Class Counsel and Counsel for Defendants with

a declaration attesting to completion of the notice process set forth in this Section II, including an explanation of efforts to re-send undeliverable notices returned with forwarding addresses, which declaration will be filed with the Court by Class Counsel in connection with Plaintiff's Motion for Final Approval of Class Action Settlement.

2. The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also the postmark date, on the original of any Request for Exclusion Form it receives. Each week from the time notice is mailed until the Opt-Out Deadline, the Settlement Administrator will (a) provide a report to Class Counsel and Counsel for Defendants concerning receipt of (i) opt-out requests, (ii) objections; and (iii) returned mail, and (b) provide copies of the Request For Exclusion Forms it has received to Class Counsel and Counsel for Defendants by email.
3. Within twenty-four (24) hours after the Opt-Out Deadline, the Settlement Administrator shall (a) telephone both Class Counsel and Counsel for Defendants regarding the total number of Requests for Exclusion, and (b) send a final list of all Requests for Exclusion to Class Counsel and Counsel for Defendants by email. Within three (3) business days after the Opt-Out Deadline, the Settlement Administrator shall file the stamped originals of all Request for Exclusion Forms and the originals of all envelopes accompanying the Request for Exclusion Forms with the Clerk of Court, and serve copies of these materials by mail on Class Counsel and Counsel for Defendants.

I. Election to Vacate the Settlement.

1. If more than five percent (5%) of the individuals within the definition of the Settlement Class collectively timely request exclusion from the Action and/or settlement, Defendants shall have the option, in their sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the

Settlement Agreement shall be null and void for any and all purposes. If Defendants elect to exercise their rights under this provision, they will so notify Class Counsel and the Court no later than ten (10) business days after receiving written notice via e-mail from the Settlement Administrator pursuant to Section II(H)(3) above of the number of opt-outs. However, should Defendants do so, Defendants will be solely responsible for any costs and fees incurred by the Settlement Administrator up to that point.

2. If the Court disapproves of or refuses to enforce any material portion of this Agreement, each Party shall also have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement as it pertains to the Settlement in its entirety, whereupon it shall be null and void for any and all purposes. Either Party may exercise its option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to opposing Counsel and to the Court no later than six (6) business days of the entry of the Court's order disapproving or refusing to enforce any material portion of this Agreement. Should a party elect to withdraw from the Settlement, that Party shall pay all costs incurred by the Settlement Administrator as of that date.

J. Final Fairness and Approval Hearing.

1. On the date set forth in the Order Granting Preliminary Approval of Class Action Settlement, a Final Fairness and Approval Hearing will be held before the Court in order to consider and determine (i) whether the Court should give this Settlement Agreement final approval; (ii) Class Counsel's application for Attorneys' Fees which shall not exceed one-third (1/3) of the Settlement Proceeds (currently estimated at \$83,333.33) and Litigation Costs which shall not exceed \$20,000, (iii) Plaintiff's request for an Incentive Awards in the total amount of up to \$10,000; and (iv) any valid and timely objections made pursuant to Section II and all responses by

Plaintiff and Defendants to such objections. Each party may separately or jointly submit materials in support of Final Approval, including requests for fees, costs and incentive awards by the date indicated in the Order Granting Preliminary Approval of Class Action Settlement, or if no such date is indicated, within 10 calendar days prior to the Final Approval Hearing. At least seven (7) business days prior to the filing deadline for the Motion for Final Approval, Plaintiff shall provide the Motion for Final Approval to Defendants' counsel for review, input and comment.

2. At the Final Fairness and Approval Hearing, Plaintiff and Defendants will ask the Court to give final approval to this Settlement Agreement. Defendants agree not to oppose Class Counsel's proposed application for Attorneys' Fees up to one-third (1/3) of the Settlement Proceeds (currently estimated to be \$83,333.33) and Litigation Costs up to \$20,000. Defendants further agree not to oppose Plaintiff's request for an Incentive Awards in the total amount of up to \$10,000 and Claims Administration costs not to exceed \$10,000. However, Defendants take no position regarding the reasonableness of these amounts. Any reduction by the Court of the amounts sought by Class Counsel for Attorneys' Fees and Litigation Costs, or by Plaintiff for an Incentive Award, shall in no way alter the obligations of the Parties or Class Counsel under this Settlement Agreement or its validity. Any amounts not awarded by the Court for attorneys' fees, litigation costs, or a class representative Incentive Award shall be re-distributed to Settlement Class Members on a pro rata basis using the formula described above in paragraph II(C)(1).
3. If Plaintiff's and Defendants' request for final approval is granted, Judgment shall be entered in the Action. Class Counsel shall furnish the Settlement Administrator with a copy of the Judgment and serve notice of entry of Judgment on Defendants within five (5) business days of receiving it.

K. Post-Final Approval Reporting Obligations and Payment Procedures.

1. Prior to the payment of any portion of the Settlement Proceeds relating to the Action, Plaintiff and Class Counsel agree that the following conditions must be satisfied: final Court approval of the Settlement Agreement, entry of the Judgment, and reaching the Effective Date of Settlement. As set forth in Section V(G), this Settlement Agreement shall be subject to the continuing jurisdiction of the Superior Court for the County of San Mateo.
2. As soon as practicable after the Effective Date of Settlement, and in no event no later than five (5) business days after the Effective Date of Settlement, the Settlement Administrator will provide Class Counsel and Counsel for Defendants with a final report listing (a) the names of all Participating Class Members, (b) the Settlement Payment for each Participating Class Member (which shall equal their estimated Settlement Payment as adjusted for any opt outs), (c) the total of all Settlement Payments to be distributed to the Participating Class Members, (d) any additional amount required by law to be paid by the employer to any federal, state or local tax authority, (e) the names of all PAGA Group Members, and (f) the PAGA Payments for each PAGA Group Member
3. The Settlement Payments to Settlement Class Members described in Sections II.C.1 above, are deemed to be comprised of 80% penalties and interest and 20% wages. For tax purposes, 20% of each Participating Class Member's Total Recovery shall be designated as wages and shall be reported using a Form W-2, and 80% of each Participating Class Member's Total Recovery shall be designated as non-wages and shall be reported using a Form 1099. Neither Defendants nor the Settlement Administrator shall be responsible for withholding or making payroll or income tax payments on the non-wage portion of the Settlement Payments to Settlement Class Members.

4. The PAGA Payments to PAGA Group Members described in Sections II(C)(2) above, are deemed to be non-wages and shall be reported using a Form 1099. Neither Defendants nor the Settlement Administrator shall be responsible for withholding or making payroll or income tax payments on any portion of the PAGA Payments to PAGA Group Members.
5. Other than the requirements specifically set forth above, Participating Class Members shall be solely responsible for correctly characterizing, reporting and paying any federal, state and/or local income or other tax and other withholdings, if any, on any Settlement Payment or PAGA Payment made pursuant to this Settlement Agreement. The Parties agree that Defendants have not made any representations as to the taxability of any portion of the PAGA Payments, Settlement Payments, Litigation Costs, Attorneys' Fees or Individual Plaintiff Payments and that this Settlement Agreement provides Settlement Class Members with a reasonable and adequate opportunity to seek tax advice prior to responding to the Notice of Class Action Settlement. In the event of an audit of Defendants or the Settlement Administrator with respect to this Settlement by any state or federal government agency, or if any tax authority should dispute the characterization of any of the Settlement Payments, Defendants reserve all rights to indemnification permitted by law.
6. Defendants will not make any deductions, withholdings or other additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions, from the non-wage portion of Settlement Payments to Participating Class Members. Settlement Payments made to Participating Class Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided at any time by anyone, nor will such payments be construed as compensation for purposes of determining eligibility for any health or welfare benefits or unemployment compensation.

7. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the Settlement Administrator's final report as specified in Section II(K)(2), and as soon as practicable thereafter, but in no instance more than ten (10) business days after receipt of the final report, the Settlement Proceeds Amount of \$250,000 and, upon calculation by the Settlement Administrator, an amount sufficient to pay the Employer-side Payroll Taxes, will be wired to the Settlement Administrator.
8. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts for processing and disbursement by the Settlement Administrator and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator shall commence disbursement of the Settlement Payments as contemplated in Section II to each Participating Class Member by first class U.S. mail. The Settlement Payment checks will include the date the check expires. Prior to mailing the Settlement Payments, the Settlement Administrator will run the addresses of each Participating Class Member against the National Change of Address Database to ensure the check is being sent to the most current address. In the event a Settlement Payment check is returned as undeliverable, the Settlement Administrator will conduct a skip trace and remail the check to any address ascertained through the skip trace within three (3) business days of receipt.
9. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts for processing and disbursement by the Settlement Administrator and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Class Counsel the amount allocated by the Court toward reasonable attorneys' fees for the Action in an amount not to exceed one-third of the Settlement Proceeds (currently estimated at \$83,333.33). The attorneys' fees will be reported on an IRS Form 1099 using Class Counsel's

taxpayer number, and the form will be provided to Class Counsel and the pertinent taxing authorities as required by law.

10. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts for processing and disbursement by the Settlement Administrator and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Class Counsel amounts allocated by the Court toward reasonable Litigation Costs in an amount not to exceed \$20,000. The Litigation Costs will be reported on an IRS Form 1099 using Class Counsel's taxpayer number, and the form will be provided to Class Counsel and to the pertinent taxing authorities as required by law.
11. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts for processing and disbursement by the Settlement Administrator and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause the following Incentive Award to be paid: up to \$10,000 (or such lesser amount that the Court approves) to Plaintiff. The Incentive Award is for services as a class representative and taking the risk of paying the costs of Defendants in the event of an unsuccessful outcome as well as his assistance to Class Counsel in prosecuting this Action on behalf of absent class members. The Incentive Award will be treated for purposes of tax reporting as non-wage income. The Settlement Administrator may pay the Incentive Award by mailing a check made payable to Plaintiff to Class Counsel.
12. No person shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, any agent designated by Class Counsel, Defendants or Counsel for Defendants based upon the distributions made substantially in accordance with this Settlement Agreement and/or the

allocation of the Settlement Proceeds among Settlement Class Members hereunder.

13. Should the Settlement Administrator need more time than is provided under this Settlement Agreement to complete any of its obligations as set forth in this Settlement Agreement, the Settlement Administrator may request, in writing, such additional time (including an explanation of the need for additional time) from Class Counsel and Counsel for Defendants. Any requests for additional time and/or extension of deadlines must be approved by the Court.

L. No Additional Settlement Amounts.

1. The payment of monies pursuant to this Settlement Agreement constitutes a fair, reasonable, and adequate settlement of all Released Claims.
2. The monetary obligation under this Settlement Agreement is limited to the amounts of the Settlement Proceeds specified in paragraph II(A)(1) above. No one shall be required to contribute additional amounts to the Settlement Proceeds under any circumstances, except as provided for in paragraph II(A)(2) above.
3. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Settlement Administrator will disburse the uncashed funds, consistent with California Code of Civil Procedure section 384(b) to the California State Controller's Office under the unclaimed property laws in the name of the Settlement Class Member.
4. No further relief in the form of an injunction or other relief is agreed to, necessary or appropriate.

M. Other Remedial Consideration.

In the event that this Settlement Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, there shall be no obligation to pay any of the Settlement Proceeds allocated toward settlement of the Action, including Class Counsel Attorneys' Fees, except the obligation, consistent with paragraphs II(I)(1) and II(I)(2), to pay all sums reasonably incurred by the Settlement Administrator as of the date the cancellation, rescission, termination, avoidance or nullification.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission.

Neither the acceptance nor the performance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations in the Action, the claimed representative nature of the Action or the suitability for class treatment, the validity of any claims that were or could have been asserted by Plaintiff, by any Settlement Class Member (including any individual who requested to be excluded from the Settlement Class), or of any liability of Defendants in the Action.

B. Non-Evidentiary Use.

Neither this Settlement Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any member of the Settlement Class (including any individual who requested to be excluded from the Settlement Class), Defendants, or their respective counsel, in the Action, or in any other action or proceeding; provided, however, that nothing contained in this Section III shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

C. No Collateral Attack.

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Effective Date of Settlement. Such prohibited collateral attacks shall include but not be limited to claims that a Settlement Class Member's Settlement Payment was improperly calculated or adjusted, or that any member of the Settlement Class failed to timely submit a request for exclusion for any reason.

D. Nullification in Parts.

1. If either (a) the Court should for any reason fail to approve this settlement substantially in the form agreed to by the Parties; or (b) the Judgment is reversed, modified or declared or rendered void, then (i) the portions of this settlement shall be considered null and void, (ii) neither this settlement nor any of the related negotiations or proceedings shall be of any force or effect, (iii) all Parties and Class Counsel to this settlement shall stand in the same position, without prejudice, as if the settlement had been neither entered into nor filed with the Court, and (iv) neither the Settlement Class nor Class Counsel shall receive any benefit, nor suffer any detriment from this settlement.
2. Invalidation of any portion of this Settlement Agreement related to the Action shall invalidate this Settlement Agreement with respect to the Action, unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect.

IV. RELEASES

A. Plaintiff Cameron Contreras' Release.

It is the desire of Plaintiff Cameron Contreras, and Defendants to fully, finally, and forever settle, compromise, and discharge any and all disputes and claims, including but not limited to the Released Claims and any other dispute or claims

arising of or related to his employment (or alleged employment) with either Defendant, whether known or unknown, that have existed as of the date of the release. Upon signing this Settlement Agreement and in exchange for the consideration promised hereunder, Plaintiff Cameron Contreras shall be deemed to have fully, finally and forever released, relinquished and discharged each and all of the Released Parties from any and all claims of any sort, including without limitation the Released Claims, as of and through the date of this Settlement Agreement, including without limitation all claims or remedies asserted in the complaints and amended complaints in the Action. To the maximum extent allowable under California law, and as necessary to release claims to the full extent permissible by law, Plaintiff Cameron Contreras agrees that he waives and relinquishes all rights and benefits he may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows:

Section 1542. General Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claim), then those claims will not be released.

B. Defendants' Release.

Upon signing this Settlement Agreement and in exchange for the consideration promised hereunder, Defendants shall be deemed to have fully, finally and forever released, relinquished and discharged Cameron Contreras of all potential claims, whether known or unknown, that existed as of the date of the release. To the maximum extent allowable under California law, and as necessary to release claims to the full extent permitted by law, Defendants agree that they waive and relinquish all rights and benefits they may have under Section 1542 of the Civil

Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows:

Section 1542. General Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

C. Participating Class Members' Release and Waivers.

1. Upon the Effective Date of Settlement and the complete funding of the Settlement Proceeds, each Participating Class Member shall be deemed to have made the following Release and Waivers as if by manually signing.

- a. Release.

It is the desire of each Participating Class Member to fully, finally, and forever settle, compromise, and discharge all disputes and state law and Fair Labor Standards Act ("FLSA") claims arising from or related to the Action or Plaintiff's LWDA Notice. Upon the Effective Date of Settlement and the complete funding of the Settlement Proceeds, each Participating Class Member shall be bound by this Settlement Agreement as to the Released Claims and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. In exchange for the consideration provided pursuant to this Settlement Agreement, each Participating Class Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged each and all of the Released Parties from Released Claims as of and through the Release Period.

- b. Waiver of California Labor Code Section 206.5.

Plaintiff and the Participating Class Members agree that all of the claims

for wage and hour and payroll practice violations in the Action or Plaintiff's LWDA Notice are disputed and Defendants strongly deny all liability, no liability has been determined or agreed, and that the payments set forth herein constitute payment in full of any and all amounts allegedly due to them. In light of the foregoing, Plaintiff and each and every Participating Class Member shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

D. PAGA Group Members' Release.

1. Upon the Effective Date of Settlement and the complete funding of the Settlement Proceeds, each PAGA Group Member shall be deemed to have made the following Release as if by manually signing. It is the desire of each PAGA Group Member to fully, finally, and forever settle, compromise, and release the Released Parties from all PAGA claims (Labor Code sections 2698 et seq.), based on acts or omissions referenced in any pleading in the Action, including Plaintiff's LWDA Notice, as well as any and all claims that could or should have been asserted based on the facts pleaded in Plaintiff's LWDA Notice or any pleadings in the Action to violate any provision of the Labor Code occurring during the PAGA Release Period, including, without limitation, claims based on violations of California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as the applicable IWC Wage Orders.

V. MISCELLANEOUS PROVISIONS.

A. Amendments.

1. The terms and provisions of this Settlement Agreement may be amended only by a written agreement which is signed by Class Counsel on behalf of Plaintiff and Counsel for Defendants on behalf of Defendants. In addition, no amendment of this Settlement Agreement made after the Settlement is preliminarily approved shall be valid unless approved by the Court, except as otherwise provided herein.
2. The Parties agree that time is of the essence, including but not limited to all deadlines with respect to the claims administration, the payment of claims, the payment of attorneys' fees and costs. Any extensions of time for deadlines or dates shall be in writing and signed by counsel for the Parties, and approved by the Court.

B. No Inducements.

Plaintiff acknowledges that entering into this Settlement Agreement is a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that they have not relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement.

C. Representations and Warranty.

Any Class Counsel Attorneys' Fees or Litigation Costs awarded by the Court will be paid to the law firm Justice Law Corporation, and said firm represents and warrants that it is authorized by Plaintiff to enter into this Settlement Agreement and to receive this payment. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement. Class Counsel further represents and warrants that it is authorized to execute this Settlement Agreement and any amendments thereto on behalf of the Settlement Class and to take all

appropriate actions required or permitted pursuant to this Settlement Agreement in order to effectuate its terms.

D. No Assignment.

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by any of the Plaintiff, Class Counsel, or Defendants without the express written consent of the other Party, and their or its respective counsel. The representations, warranties, covenants, and agreements by Defendants contained in this Settlement Agreement are for the sole benefit of Plaintiff and the Settlement Class Members under this Settlement Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

E. Publicity.

Plaintiff, Plaintiff's agents (including his spouse or domestic partner, if any) and Class Counsel each understand and agree not to publicize or otherwise publicly disclose, except as otherwise set forth herein, any information concerning this Settlement Agreement. Notwithstanding the foregoing, this subsection shall not preclude Class Counsel from responding to inquiries or other communications from Settlement Class Members. This subsection does not apply to any subpoenas or other orders compelling discovery and/or testimony. Plaintiff, Plaintiff's agents (including his spouse or domestic partner, if any) and Class Counsel understand and agree that should they receive any subpoena or other order that they believe may compel discovery and/or testimony that would compel them to make a disclosure prohibited by this provision, they shall promptly, and within 24 hours of receipt of such subpoena or order, provide notice of such to Defense Counsel listed herein via email and telephone.

F. Relating to Order of Approval of PAGA Settlement.

1. Notice to the LWDA. The Parties' settlement is expressly conditioned upon the court approval of the Settlement. Plaintiff shall be responsible for

timely providing all notices to the Labor and Workforce Development Agency and providing Defendants' counsel confirmation of same, including submission of the proposed settlement contemporaneously with the filing of the motion for preliminary approval of the settlement, under California Labor Code § 2699(1)(2), and submission of any judgment within 10 days after entry of same, under California Labor Code § 2699(1)(3).

2. Court Approval. The Parties recognize in accordance with Labor Code §2699(1)(2) that Court approval is required in the event of any settlement of a PAGA action ["The superior court shall review and approve any settlement of any civil action filed pursuant to this part."]. The Final Approval Order and Judgment shall include a PAGA Judgment in the amount of \$25,000 which: enters a PAGA judgment in the Action based on the Settlement; expressly states that there is no finding of liability; permanently bars all of the Aggrieved Employees from prosecuting any claim described in the PAGA Group Member Release released in this Settlement against Defendants and the Released Parties; and waives all rights to appeal.

G. Governing Law.

This Settlement Agreement shall be governed, construed, and interpreted, and the rights of Plaintiff, the Settlement Class Members, Class Counsel, and Defendants and the Released Parties shall be determined in accordance with California law without regard to its conflicts of laws principles and shall be subject to the continuing jurisdiction of the Superior Court of California, for the County of San Mateo. The Parties agree that the Superior Court of California, for the County of San Mateo shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769.

H. Entire Agreement.

This Settlement Agreement, including the Exhibits referred to herein which form

an integral part hereof, contains the entire understanding of Plaintiff, Class Counsel, and Defendants in respect of the subject matter contained herein. This Settlement Agreement has been drafted jointly and is not to be construed against any party. In case of any conflict between text contained in this Settlement Agreement and text contained in Exhibits to this Settlement Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings among Plaintiff, Class Counsel, and Defendants with respect to the settlement of the Action.

I. Counterparts.

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

J. Attorneys' Fees and Costs.

Neither Class Counsel nor any other attorneys acting for, or purporting to act for the Settlement Class, Settlement Class Members or Plaintiff may recover or seek to recover any amounts for fees, costs or disbursements from the Released Parties except as expressly provided herein.

IT IS AGREED.

CAMERON CONTRERAS

Date: 04/04/2022, 2022

By: 

Cameron Contreras, Plaintiff

ELECTRONIC ARTS, INC.

Date: April 6, 2022

By: Kerry Hopkins

Its SVP, Legal & Gov't Affairs

PRO UNLIMITED, INC.

Date: _____, 2022

By: _____

Its _____

Approved as to form and paragraph V.E. only:

JUSTICE LAW CORPORATION

Date: April 5, 2022

By: 

Attorneys for Cameron Contreras

Approved as to form only:

MITCHELL SILBERBERG & KNUPP LLP

Date: _____, 2022

By: _____

Seth E. Pierce

Steve Rossi

Attorneys for Defendant Electronic Arts, Inc.

GREENBERG TRAURIG, LLP

Date: _____, 2022

By: _____

Ashley Farrell Pickett

Attorneys for Defendant PRO Unlimited, Inc.

ELECTRONIC ARTS, INC.

Date: _____, 2022

By: _____

Its _____

PRO UNLIMITED, INC.

Date: 4/5, 2022

By: 
Its GENERAL COUNSEL

Approved as to form and paragraph V.E. only:

JUSTICE LAW CORPORATION

Date: _____, 2022

By: _____

Attorneys for Cameron Contreras

Approved as to form only:

MITCHELL SILBERBERG & KNUPP LLP

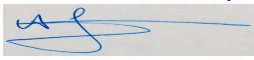
Date: _____, 2022

By: _____

Seth E. Pierce
Steve Rossi
Attorneys for Defendant Electronic Arts, Inc.

GREENBERG TRAURIG, LLP

Date: _____, 2022

By: 

Ashley Farrell Pickett
Attorneys for Defendant PRO Unlimited, Inc.

ELECTRONIC ARTS, INC.

Date: _____, 2022

By: _____

Its _____

PRO UNLIMITED, INC.

Date: _____, 2022

By: _____

Its _____

Approved as to form and paragraph V.E. only:

JUSTICE LAW CORPORATION

Date: April 5, 2022

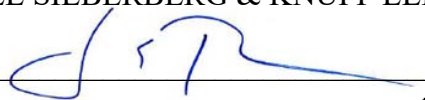
By:  _____

Attorneys for Cameron Contreras

Approved as to form only:

MITCHELL SILBERBERG & KNUPP LLP

Date: April 7, 2022

By:  _____

Seth E. Pierce
Steve Rossi

Attorneys for Defendant Electronic Arts, Inc.

GREENBERG TRAURIG, LLP

Date: _____, 2022

By: _____

Ashley Farrell Pickett
Attorneys for Defendant PRO Unlimited, Inc.

EXHIBIT A

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

[Attorneys for Defendants on the following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

CAMERON CONTRERAS, individually, on
behalf of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

ELECTRONIC ARTS INC., a Delaware
corporation; PRO UNLIMITED, INC., a New
York corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 21-CIV-00458

Assigned for All Purposes to:
Honorable V. Raymond Swope
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
NOTICE, AND SETTING DATE FOR
FINAL APPROVAL HEARING**

Hearing Date: October 24, 2022
Hearing Time: 3:00 p.m.
Hearing Place: Department 23

Complaint Filed: January 28, 2021
FAC Filed: February 23, 2022
Trial Date: None Set

1 SETH E. PIERCE (SBN 186756)
STEPHEN A. ROSSI (SBN 282205)
2 **MITCHELL SILBERBERG & KNUPP LLP**
2049 Century Park East, 18th Floor
3 Los Angeles, CA 90067-3120
4 Telephone: (310) 312-2000
Facsimile: (310) 312-3100
5

6 Attorneys for Defendant Electronic Arts, Inc.

7 ASHLEY FARRELL PICKETT (SBN 271825)
RADHA D.S. KULKARNI (SBN 293996)
8 **GREENBERG TRAURIG, LLP**
1840 Century Park East, Suite 1900
9 Los Angeles, California 90067
10 Telephone: (310) 586-7700
Facsimile: (310) 586-7800
11

12 Attorneys for Defendant PRO Unlimited, Inc.
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1 Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Motion") filed by
2 Plaintiff Cameron Contreras ("Plaintiff") came for hearing before this Court on October 24, 2022.
3 After consideration of all the papers filed in connection therewith, the arguments of counsel, and all
4 other matters presented to the Court, the Court hereby makes a preliminary finding that the proposed
5 class action settlement is fair, reasonable, adequate and in the best interests of the Settlement Class.
6 Good cause appearing therefore, the Court GRANTS the Motion and ORDERS as follows:

7 1. The terms of the settlement agreement reached by Plaintiff and Defendants Electronic
8 Arts, Inc. ("EA") and PRO Unlimited, Inc. ("PRO") (collectively, known as the "Defendants"), as
9 set forth in the Settlement Agreement as submitted to the Court, are hereby preliminarily approved
10 as being fair, reasonable and adequate to the Settlement Class Members, subject to further
11 consideration at the final approval hearing after the distribution of the notice to the Settlement Class
12 Members as provided in paragraph 6 of this Order.

13 2. The following settlement class is preliminarily approved for settlement purposes
14 only: "any and all individuals who were employed by PRO and provided services in the Competitive
15 Gaming Group at EA in the State of California at any time during the period from January 28, 2017
16 through March 30, 2022" ("Settlement Class," "Settlement Class Members," and "Release Period").
17 The Settlement Class also includes the following: "all Settlement Class Members who were
18 employed by PRO and provided services in the Competitive Gaming Group at EA in the State of
19 California at any time from November 23, 2019 through March 30, 2022" ("PAGA Group Members"
20 and "PAGA Period").

21 3. The Court preliminarily appoints Justice Law Corporation, as counsel on behalf of
22 the Settlement Class ("Class Counsel") for purposes of settlement only.

23 4. Plaintiff is hereby preliminarily appointed as the representative of the Settlement
24 Class ("Class Representative") for purposes of settlement only.

25 5. The Court appoints Simpluris, Inc. as the third-party Settlement Administrator.

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1 6. The form of the Notice of Class Action Settlement (“Notice”), attached hereto as
2 **Exhibit 1**, and the accompanying Exclusion or Opt-Out Request Form (“Request for Exclusion
3 Form”), attached hereto as **Exhibit 2**, as submitted to the Court are hereby approved. The Notice
4 and Request for Exclusion Form are collectively known as the “Notice Packet.”

5 7. The Court authorizes the mailing and remailing of the Notice Packet as provided in
6 section II(E) of the Settlement Agreement. Defendants shall provide the Settlement Administrator
7 with the information necessary to conduct this mailing within ten (10) business days of October 24,
8 2022 (Preliminary Approval Date) as set forth in the Settlement Agreement.

9 8. A hearing to consider and determine (a) whether the Settlement Agreement should
10 be finally approved, (b) whether Class Counsel’s application for Class Counsel Attorneys’ Fees and
11 Litigation Costs should be approved, and (c) whether the application for an Incentive Award should
12 be approved, is hereby set for _____ at _____ a.m./p.m.

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14 **IT IS SO ORDERED.**

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16 Dated:

16 By: _____
17 Honorable V. Raymond Swope
18 Judge of the Superior Court
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EXHIBIT 1

Company records suggest that (1) you were employed by PRO Unlimited, Inc. and provided services in the Competitive Gaming Group at Electronic Arts Inc. in the State of California at a time between January 28, 2017 through **March 30, 2022**.

Your estimated individual settlement amount from the settlement described below is \$, which is based on Company records that you worked work weeks at EA while employed by PRO.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

CAMERON CONTRERAS, individually,
and on behalf of aggrieved employees
pursuant to the Private Attorneys General
Act (“PAGA”);

Plaintiff,

v.

ELECTRONIC ARTS INC., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

CASE NO. 21-CIV-00458

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of the State of California for the County of San Mateo (“the Court”) authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were employed by PRO Unlimited, Inc. (“PRO”) and provided services in the Competitive Gaming Group at Electronic Arts Inc. (“Electronic Arts” or “EA”) in the State of California at any time from January 28, 2017 to **March 30, 2022, you should read this Notice carefully because it will affect your rights.**

According to payroll records, you have been identified as a member of the Class, and therefore are receiving this Notice. Also, according to payroll records, **your estimated minimum share of the “Net Settlement Amount” is \$[], based on [] work weeks in the Class Period and your share of the PAGA Settlement Fund is \$[] based on [] work weeks in the PAGA Period.** See the explanation in Section 9 of this Notice. The actual amount you may receive may be different and will depend on a number of factors.

Your options are further explained in this Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want to be part of the settlement as proposed, you don’t need to do anything to obtain your share of the settlement. PRO or Electronic Arts, Inc. will not retaliate against you for any actions you take with respect to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do NOTHING	Receive a payment. Release certain claims under state law and federal law, including Fair Labor Standards Act (“FLSA”) claims.
EXCLUDE YOURSELF	Submit a request for exclusion (also called an “opt out” request) to exclude yourself from the lawsuit, receive no money (from the class settlement fund) and do not release the non-PAGA claims alleged in

	this case. However, even if you exclude yourself from the class portion of the lawsuit, you will still release the PAGA claims, be bound by the PAGA Release, and receive a pro rata portion of the PAGA Settlement Fund. If you wish to be excluded from the class portion of the settlement, please follow the instruction on the enclosed Exclusion or Opt Out Request Form (“Exclusion Request Form”). The deadline to submit an Exclusion is [REDACTED].
OBJECT	Submit a written objection to the Settlement Administrator. If you disagree with the proposed settlement, you may submit a written objection or appear at the Final Approval Hearing to present your objection to the Court. If the Court agrees with your objection, the Parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be entitled to participate in the settlement. The deadline to submit a written objection is [REDACTED].
APPEAR AT FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement. The Court will conduct a hearing whether the Settlement should be finally approved. You may participate in the hearing. See Section 7 of this Notice.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because the records show that you were employed by PRO Unlimited, Inc. and provided services in the Competitive Gaming Group at Electronic Arts in the State of California at any time from January 28, 2017 to March 30, 2022. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

Plaintiff Cameron Contreras (“Plaintiff”) currently has a lawsuit against Defendants PRO Unlimited, Inc. and Electronic Arts, Inc. (“Defendants”) on behalf of himself and other employees who were employed by PRO Unlimited, Inc. and provided services in the Competitive Gaming Group at Electronic Arts in the State of California at any time from January 28, 2017 to March 30, 2022. The Action alleges various wage and hour violations, including alleged miscalculation of hours worked, unpaid minimum wage and overtime, missed, short or late meals or rest periods, unreimbursed business expenses, and related wage statement claims. On behalf of the Settlement Class Members (as defined below), the Plaintiff seeks damages for lost wages, interest, penalties, attorneys’ fees and expenses, as well as civil penalties under the Private Attorneys General Act (“PAGA”). Defendants strongly deny these allegations and assert that class members were properly paid consistent with all applicable laws. Nothing in this Notice, or the Settlement itself, means that Defendants admit to any wrongdoing, but to avoid further litigation, the Parties have agreed to settle the matter.

3. Is there any money available now?

No money or benefits are available right now because the Court has not yet decided whether to give final approval to the settlement. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court's order becomes final unless you exclude yourself, or opt-out, from the settlement. However, if you exclude yourself from the settlement you will still be entitled to a portion of the PAGA Settlement Fund.

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

4. What does the settlement provide?

A total payment of \$250,000 after the settlement becomes final. You won't receive any payment before [add] at earliest, so please be patient.

From the \$250,000 paid, the following amounts awarded by the Court at the Final Approval Hearing will be paid: attorneys' fees to Class Counsel (Class Counsel are requesting up to \$83,333.33), litigation costs (Class Counsel are requesting an amount not to exceed \$20,000), an incentive award to the Plaintiff (up to \$10,000), settlement administration fees and costs (up to \$10,000), and penalties to the Labor and Workforce Development Agency ("LWDA")(up to \$18,750).

The remainder of this money will be divided pro-rata among the class members, based on the number of workweeks they worked during January 28, 2017 to March 30, 2022. The payment will be a "Net Settlement Payment" and a "PAGA Payment".

According to payroll records the total number of workweeks worked by you in the Competitive Gaming Group at EA while employed by PRO during the above period was []. If you disagree with this amount and would like someone to look into the matter, please follow the instructions described in Section [] below.

Also, according to payroll records, based on your workweeks, you are entitled to an estimated Net Settlement Payment of \$_____ and an estimated PAGA Payment of \$_____. The actual amount you may receive may be different and will depend on a number of factors.

The settlement allocates 15% of the Net Settlement Payment to wages and 85% to non-wages. You will be issued a Form W-2 for the payment of wages and employee-side payroll taxes will be withheld from this payment. You will also be issued a Form 1099 for the balance of your Net Settlement Payment and for the PAGA Payment, if any. But please be advised that you are responsible for all taxes owed with respect to all payments you receive, regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with tax advice.

5. How will my share be calculated?

The amount of your share of the Net Settlement Amount will be calculated on a pro rata basis as follows. First, the total pay periods worked in the Competitive Gaming Group at EA by Participating Class Members while employed by PRO in the State of California within the Class Period will be totaled based upon review of Participating Class Members' time records ("Participating Class Member Work Weeks") in its possession. Each Participating Class Member's Participating Class Member Work Weeks will be divided by the total Participating Class Member Work Weeks and then multiplied by the Net Settlement Amount to arrive at each Participating Class Member's Settlement Payment. Additionally, Class Members, regardless of whether or not they opt-out, will receive their pro-rata share of the PAGA Settlement Fund.

6. What if I do not agree with the number of work weeks in Section []?

If you believe the number of work weeks attributed to you above in section [] and used to calculate your Net Settlement Payment and PAGA Payment are incorrect, you may submit a dispute or challenge to the Settlement Administrator by mail, fax, or email on or before []. The dispute must include your

name, address, the case name and number (*Cameron Contreras v. Electronic Arts, Inc.* (San Mateo Superior Court Case No. 21-CIV00458)), the number of work weeks you contend are correct, and any information or documents you have to support your contention.

7. If the settlement is approved, when will I receive my settlement payment?
--

The Court has scheduled a Fairness/Final Approval Hearing on _____, 2022, at __:__ a.m. in Dept. 23 of the Superior Court for the County of San Mateo, Southern Branch located at Southern Court, 400 County Center, Redwood City CA 94063, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiff's incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Participating Class Members within approximately 15 days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals. But if you don't like any part of the Settlement or otherwise would like to speak with the Court, you are welcome to participate in the Final Approval Hearing. If you are interested in participating the Final Approval Hearing, you should confirm the date and location by contacting Class Counsel.

If you would like to appear in person for the Final Approval Hearing or view case documents at the clerk's office, you must follow the Court's current COVID-19 procedures including wearing a face mask over the nose and mouth at all times in all public courthouse spaces. Appointments are strongly encouraged to visit the Clerk's Office. You are encouraged to check the court's website at <http://www.sanmateocourt.org> for the most up to date procedures.

HOW YOU RECEIVE A PAYMENT

8. How can I receive a payment?

If this Notice was sent to you at your current address, you do not need to do anything further to receive payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses.

The Settlement Administrator's address is:

[INSERT]

Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the Class. If you do exclude yourself, you will still be entitled to a PAGA Payment as described

above.

9. What am I giving up if I stay in the class?
--

If you do nothing, you will be bound by any judgment entered in this Action and will not be allowed to sue PRO Unlimited, Inc. or Electronic Arts, Inc. for any claims occurring between January 28, 2017 and **March 30, 2022**, that arise from, relate to or are based on any and all claims alleged in the Action or Plaintiff's PAGA Notice. Doing nothing also means that all of the Court's orders will apply to you and legally bind you. It also means that you will be bound by the following Release:

All Participating Class Members, on behalf of themselves, their successors, assigns, heirs, executors, trustees and administrators, shall fully and finally release and discharge PRO Unlimited, Inc. and Electronic Arts, Inc. and their past, present and future, direct and indirect parents, subsidiaries, successors, agents, assigns, divisions, related companies, partners and affiliates, and their respective past and present stockholders, executives, agents, payroll processing providers, payroll funding companies, officers, directors, employees, managers, attorneys and insurers as well as any other persons or entities who are alleged to have been involved in the conduct alleged, or sought to be alleged, in the Action from any and all claims, demands, rights, liabilities, acts, or omissions and/or causes of action of any nature and description whatsoever, in law or in equity, whether concealed or not concealed, from the beginning of time through the Preliminary Approval Date referenced in any pleading in the Action, Plaintiff's LWDA Notice, and any and all alleged violation(s) of any provision of (i) the California Labor Code, including without limitation, claims under California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq. (the Private Attorneys General Act); (ii) the applicable IWC Wage Order(s); (iii) Section 17200 et seq. of the California Business and Professions Code; (iv) common law claims based on the foregoing, including, but not limited to, conversion or breach of contract; (v) violations of any state or federal statutes (including claims arising under the Fair Labor Standards Act), rules, or regulations, based upon, arising out of, or related to any Claims or allegations raised in the Actions, including those claims or allegations that Defendants, or either of them, (1) failed to pay all meal period wages or penalties and rest break wages or penalties, (2) failed to properly calculate and pay all minimum and overtime wages, (3) failed to provide accurate wage statements, (4) failed to pay all wages due and owing during employment and upon termination of employment, (5) failed to reimburse all necessary business expenses, (6) misclassified employees, and (7) in any way violated the California Labor Code. These constitute the "Released Claims."

By failing to exclude themselves from the settlement, Participating Class Members acknowledge and agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that the Participating Class Members' Individual Settlement Amounts constitute payment in full of any and all amounts allegedly due to them. In light of the foregoing, Participating Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

Your settlement check will include language indicating that, by endorsing the check, you are agreeing to waive or release the Released Claims.

Even if you seek to exclude yourself from the Settlement, you will still receive your share of the PAGA settlement. Further, each PAGA Group Member shall be deemed to fully, finally, and forever settle, compromise, and release the Released Parties from all PAGA claims (Labor Code sections 2698 et seq.), based on acts or omissions referenced in any pleading in the Actions, including Plaintiff's LWDA Notice, and any and all alleged violation(s) of any provision of (i) the California Labor Code, including without limitation, claims under California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq. (the Private Attorneys General Act), as well as the applicable IWC Wage Orders.

10. What if I get my payment and don't cash it?

You must cash your settlement check by the expiration date stated on the check. Your failure to cash the check by the expiration date will result in you not receiving the amount represented by the check because the check will become null and void (but you will still be bound by the settlement and releases). In such an event you will need to timely claim the funds from the California State Controller's Office for Unclaimed Property.

11. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against Defendants alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself and is also referred to as "opting out" of the settlement. You may not exclude yourself from the PAGA Release.

DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE YOUR "NET SETTLEMENT PAYMENT" DESCRIBED IN SECTION 5 OF THIS NOTICE.

12. How do I request to be excluded from the settlement?

To exclude yourself from the non-PAGA portion of the settlement, you must submit the Exclusion Request Form attached to this Notice. You may return your completed Exclusion Request Form to the Settlement Administrator by mail, fax, or email at address the below:

[INSERT]

13. If I do not exclude myself, can I sue Defendants for the same claims later?

No. If you do not submit a valid and timely request for exclusion postmarked by _____, 2022 or deliver it by some other method so that it is received by the Settlement Administrator no later than _____, 2022, you will be bound by all terms of the settlement and any Final Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Judgment will include a full release of claims in this Action, which will prevent you from suing Defendants or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

14. If I exclude myself, can I get money from this settlement?

No, with the exception of your share of the PAGA Settlement Fund. If you exclude yourself, you are asking not to be included in the class action settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has approved Justice Law Corporation as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But you are entitled to hire your own lawyer, at your own expense.

16. How will the lawyers and the Class Representatives be paid?

The amount of attorney's fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$83,333.33, and litigation costs of up to \$20,000. Class Counsel will also request that the Class Representative receive an additional amount called an "Incentive Award." The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not

exceed \$10,000. This Incentive Award shall be paid out of and deducted from the \$250,000 settlement proceeds. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of claims administration expenses in the amount of up to \$10,000 to the Settlement Administrator from the \$250,000 settlement proceeds.

OBJECTING TO THE SETTLEMENT

17. How do I object?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth in the answer to Question 9 above.

If you want to object to any part of the settlement, you should submit a written objection to the Settlement Administrator stating with particularity the basis for the objection. You may, but are not required to, also appear at the Final Fairness and Approval Hearing, whether in person or through counsel, to present your objection regardless of whether you submitted a written objection. Any notice and/or written objection should be submitted to the Settlement Administrator, by mail, fax, or email no later than _____, 2022.

All objections should reference the case name and number (*Cameron Contreras v. Electronic Arts, Inc.* (San Mateo Superior Court Case No. 21-CIV00458)) and be submitted to the Settlement Administrator no later than _____, 2022 at:

[SETTLEMENT ADMIN CONTACT INFO]

You or your attorney may appear at the Final Approval Hearing, currently set for on _____, 2022, at ____:____ a.m. in Dept. 23 of the Superior Court for the County of San Mateo, Southern Branch located at Southern Court, 400 County Center, Redwood City CA 94063.

18. What's the difference between objecting and excluding?

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

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. For a more detailed statement of the matters involved in the Action, you may refer to the Motion for Preliminary Approval of Class Action Settlement, and any other pleadings and papers filed in the Action, which may be inspected at the office of the Clerk of Court located at 400 County Center, Redwood City CA 94063, during regular business hours of each Court day. Or, you may contact Class Counsel (see contact information in Question 26 below). A copy of the Final Judgment will be posted on the Settlement Administrator's website at [Administrator's website]. Documents from the case, including the motions for attorneys' fees/costs and incentive awards can be obtained from Class Counsel.

20. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

CLASS COUNSEL

Douglas Han
Shunt Tatavos-Gharajeh
Josh B. Tran
Justice Law Corporation
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone (310) 230-7502

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, ELECTRONIC ARTS,
INC., PRO UNLIMITED INC., OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

EXHIBIT 2

Electronic Arts / PRO Unlimited Class Action Administrator
c/o _____

PO Box ____
City, State ZIP

EXCLUSION OR OPT-OUT REQUEST FORM

Claim #

«Firstl» «Lastl»

«c/o»

«Address 1» «Address2»

«City», «ST» «Zip» «Country

CAMERON CONTRERAS, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"); v. ELECTRONIC ARTS INC., a Delaware corporation; and DOES 1 through 100, inclusive; Case No. 21-CIV00458 (the "Action")

SUBMIT THIS FORM NOT LATER THAN _____, 2022 ONLY IF YOU WISH TO OPT OUT OF THE SETTLEMENT.

I understand that I am requesting to be excluded from the class settlement, and that I will receive no money from the class action settlement in accordance with the Settlement Agreement entered into by Plaintiff and Defendants in the Action. However, I understand that if I exclude myself, I will still be entitled to a PAGA Payment and will release the PAGA Claims asserted in the Action.

Printed Name

Signature

Date (mm/dd/yyyy)

() _____
Telephone

Mailing Address

City

State

Zip Code

__ - __ - __ - __ (Last Four Digits of Social Security Number for identity verification purposes only)

THIS FORM MUST BE POSTMARKED, FAX-STAMPED, OR EMAILED BY _____, 2022 OR, IF DELIVERED TO THE SETTLEMENT ADMINISTRATOR BY MEANS OTHER THAN UNITED STATES MAIL, RECEIVED BY THE SETTLEMENT ADMINISTRATOR NOT LATER THAN _____, 2022 AT THE FOLLOWING:

By U.S. Mail:

Cameron Contreras v. Electronic Arts, Inc.

c/o _____

P.O. Box ____

City, State ZIP

By Email:

By Commercial Carrier or in person:

Cameron Contreras v. Electronic Arts, Inc.

c/o _____

Street Address

City, State, ZIP

By Fax:

Subject: *Cameron Contreras v. Electronic Arts, Inc.*

Email address:

Cameron Contreras v. Electronic Arts, Inc.

Fax Number: _____

YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.

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On August 29, 2022, I served the foregoing document described as

PROOF OF SERVICE