

**JOINT STIPULATION OF CLASS, COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

This Joint Stipulation of Class, Collective, and Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Antonio Santillan (“Plaintiff”), individually and on behalf of other similarly situated employees, and Verizon Connect Verizon Connect Inc. (“Verizon Connect” or “Verizon Connect”) (collectively, the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties’ class action, FLSA collective action, and PAGA settlement to resolve all claims as detailed below.

I. DEFINITIONS

1. “Action” means the lawsuit entitled *Santillan v. Verizon Connect, Inc.*, Case No. 3:21-cv-1257-H-KSC, pending in the United States District Court for the Southern District of California.
2. “Claims Period” shall mean the period of forty-five (45) days following the mailing of the Class Notice by the Settlement Administrator. If the 45th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.
3. “Class Counsel” or “Plaintiff’s Counsel” means Kevin T. Barnes of the Law Offices of Kevin T. Barnes, Vanessa M. Ruggles, and Raphael A. Katri of the Law Offices of Raphael A. Katri.
4. “Class Members” is defined to be all persons employed by Verizon Connect in California as non-exempt employees from May 19, 2017, through the earlier of the Preliminary Approval Date or April 30, 2023.
5. “Class Notice” or “Notice of Class Settlement” shall mean the document attached hereto as Exhibit A.
6. “Class Representative,” “Plaintiff,” or “Named Plaintiff” means Plaintiff Antonio Santillan, who was approved by the Court as Class Representative.
7. “Class Settlement Payment” means the gross amount from the Net Settlement Amount to be paid to any individual Class Member under this Settlement Agreement for their Covered Class Workweeks.

8. “Complaint” means the First Amended Complaint for which the Parties will request leave from the Court after execution of this Settlement Agreement for Plaintiff to file in this Action.

9. “Court” means the United States District Court for the Southern District of California.

10. “Covered Class Workweeks” means, as reflected on Verizon Connect’s internal records, all workweeks from May 19, 2017, through the earlier of the Preliminary Approval Date or April 30, 2023, in which a Class Member worked for Verizon Connect as a non-exempt employee in California.

11. “Covered FLSA Workweeks” means, as reflected on Verizon Connect’s internal records, all workweeks from May 19, 2018, through the earlier of the Preliminary Approval Date or April 30, 2023, in which an FLSA Member worked for Verizon Connect as a non-exempt employee in California, excluding any workweeks previously released by an FLSA Member.

12. “Covered PAGA Pay Periods” means, as reflected on Verizon Connect’s internal records, all pay periods from March 15, 2020, through the earlier of the Preliminary Approval Date or April 30, 2023, in which a PAGA Member worked for Verizon Connect as a non-exempt employee in California.

13. “Deficient Request for Exclusion” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

14. “Effective Date” means that date on which the settlement embodied in this Settlement Agreement shall become effective after all of the following events have occurred: (i) Final Approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the Settlement becomes a Final Judgment.

15. “Fairness Hearing” means the hearing to be scheduled by the Court after granting preliminary approval of the Settlement.

16. “Final Approval Order” means the Court’s order approving the Settlement after the Fairness Hearing and entering judgment.

17. “Final Approval” means the date on which the Court enters the Final Approval Order.

18. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the

Final Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order and Judgment.

19. “FLSA Members” or “FLSA Collective” is defined to be all persons employed by Verizon Connect in California as non-exempt employees from May 19, 2018 through the earlier of the Preliminary Approval Date or April 30, 2023.

20. “FLSA Settlement Fund” means the amount of \$25,000 allocated from the GFV for the settlement payments for the FLSA claims asserted in the Complaint.

21. “FLSA Settlement Payment” means the gross amount from the FLSA Settlement Fund to be paid to any individual FLSA Member under this Settlement Agreement for their Covered FLSA Workweeks.

22. “Gross Fund Value” or “GFV” is the sum of One Million Six Hundred Twenty-Five Thousand U.S. Dollars (\$1,625,000), which represents the maximum amount payable in this Settlement by Verizon Connect, and includes all settlement payments to all Class Members, attorneys’ fees, litigation costs, the Incentive Award, the LWDA PAGA Penalty Amount, the Settlement Administration Expenses, and all payroll taxes and all other applicable taxes, excluding Verizon Connect’s share of taxes on the amounts allocated to wages.

23. “Incentive Award” means the incentive payment in an amount not to exceed \$10,000 total to the Class Representative.

24. “Late Request for Exclusion” means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Claims Period.

25. “LWDA PAGA Penalty Amount” is the 75% share of the \$25,000 (or \$18,750) allocated from the GFV for PAGA penalties that will be paid to the LWDA.

26. “LWDA” means the California Labor and Workforce Development Agency.

27. “Net Settlement Amount” is the portion of the GFV eligible for distribution to Settlement Class Members. It equals the GFV less Class Counsel’s attorneys’ fees and actual litigation costs as ordered to be paid by the Court, the Incentive Award, the Settlement Administration Expenses, the

LWDA PAGA Penalty Amount, the PAGA Group Payment, and the FLSA Settlement Fund.

28. “PAGA Group Payment” is the 25% share of the \$25,000 (or \$6,250) allocated from the GFV for PAGA penalties that will be paid to PAGA Members.

29. “PAGA Members” is defined to be all persons employed by Verizon Connect in California as non-exempt employees from March 15, 2020, through the earlier of the Preliminary Approval Date or April 30, 2023.

30. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

31. “Parties” means collectively Plaintiff and Verizon Connect herein.

32. “Preliminary Approval Date” means the date the Court approves this Stipulation of Settlement, and the exhibits thereto, and enters an Order providing for notice to the Class, an opportunity to opt-out of the Class, an opportunity to submit timely objections to the settlement, and setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees and costs.

33. “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

34. “Released Class Claims” means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Verizon Releasees, whether in law or equity, that have been asserted or that could have been asserted based on the allegations in the Complaint, and any amendments thereto, based on the facts, claims, and/or allegations pled therein including all such claims for recovery of compensation, and/or all penalties under the California Labor Code and California’s Wage Orders, the California Business & Professions Code, from May 19, 2017, through the earlier of the Preliminary Approval Date or April 30, 2023.

35. “Released FLSA Claims” means any and all federal wage and hour law claims, obligations, demands, rights, causes of action, and liabilities against Verizon Releasees, of whatever kind and nature, character and description, that have been asserted or that could have been asserted based on the allegations in the Complaint, and any amendments thereto, based on the facts, claims, and/or allegations pled therein including claims for minimum wages, overtime wages, damages, unpaid costs, penalties

(including late payment penalties), premium pay, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. § 201, *et seq.*, from May 19, 2018, through the earlier of the Preliminary Approval Date or April 30, 2023.

36. "Released PAGA Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Verizon Releasees, under PAGA, that have been asserted or that could have been asserted based on the allegations in the Complaint, and any amendments thereto, based on the facts, claims, and/or allegations pled therein, from March 15, 2020, through the earlier of the Preliminary Approval Date or April 30, 2023.

37. "Request for Exclusion" means a signed request from a Class Member to be excluded from the non-PAGA and non-FLSA portions of this Settlement.

38. "Settlement Administration Expenses" are those expenses incurred by the Settlement Administrator in effectuating the Settlement, not to exceed \$11,000.

39. "Settlement Administrator" means Simpluris, Inc.

40. "Settlement Class" or "Settlement Class Member" means all Class Members who do not opt out of the non-PAGA and non-FLSA portions of this Settlement or who opt out but subsequently rescind the opt-out in a timely manner.

41. "Stipulation of Settlement" and "Settlement Agreement" shall mean this Joint Stipulation of Class, Collective, and Representative Action Settlement and Release.

42. "Verizon Connect's Counsel" means Morgan, Lewis & Bockius LLP.

43. "Verizon Releasees" means Verizon Connect and all of its former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers and trustees.

II. LITIGATION BACKGROUND

44. On or about March 15, 2021, Plaintiff filed with the LWDA a PAGA notice letter which

stated that Plaintiff intended to seek civil penalties against Verizon Connect for various violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, and for which Plaintiff filed an amended PAGA notice letter on August 3, 2021. On May 19, 2021, Plaintiff filed an unverified complaint in the San Diego County Superior Court, entitled *Antonio Hiram Santillan v. Verizon Connect, Inc.*, Case No. 37-2021-00023317-CU-OE-CTL. On July 12, 2021, Verizon Connect timely removed the Action to the United States District Court for the Southern District of California.

45. Within 5 days of execution of this Settlement Agreement, the Parties will request leave from the Court for Plaintiff to file the proposed First Amended Complaint as set forth in Section IV.D. The proposed First Amended Complaint (“Complaint”) asserts class, collective, and representative action claims under California law and the FLSA for: (1) failure to pay overtime wages at the legal overtime pay rate; (2) failure to provide all meal periods; (3) failure to pay all wages; (4) failure to reimburse business expenses; (5) violation of Labor Code §§ 212/450; (6) failure to timely furnish accurate itemized wage statements; (7) violations of Labor Code §§ 201-202; (8) unfair business practices; and (9) penalties under Labor Code § 2699.

46. Verizon Connect denies Plaintiff’s claims and asserts that Verizon Connect has complied with all applicable labor laws. Consequently, Verizon Connect does not believe that any liability to Plaintiff, the State of California or the LWDA, or to any other individual whom Plaintiff seeks to represent exists, or that Plaintiff, the State of California or the LWDA, or any other any other individual whom Plaintiff seeks to represent are entitled to any recovery in the Action.

47. On January 30, 2023, the Parties participated in a mediation with experienced mediator Michael E. Dickstein, Esq. After the mediation, the Parties accepted a mediator’s proposal as to certain material terms of the Settlement, including the Gross Fund Value. The terms of the settlement are now set forth in complete and final form in this Settlement Agreement. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute an admission of any form of wrongdoing or liability on the part of Verizon Connect or the accuracy of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. Plaintiff and Verizon Connect intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This

Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Action.

48. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the claims averred in the Action by the Plaintiff individually, on behalf of the Class Members, FLSA Members, and as the authorized proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the Verizon Releasees.

III. JURISDICTION AND VENUE

49. This Court has jurisdiction over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

50. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

51. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Verizon Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, FLSA Members, the PAGA Members, or any other person, and the Verizon Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the FLSA Members, the PAGA Members, or any other person. Verizon Connect also maintains that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for class, collective and/or representative action treatment pursuant to California Code of Civil Procedure Section 382, California Labor Code § 2698, *et seq.*, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Action. This Settlement Agreement and any

communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff against Verizon Connect. Furthermore, nothing in this Settlement Agreement will be considered any form of waiver of any applicable alternative dispute resolution policy, and Verizon Connect expressly does not waive any right to enforce arbitration agreements and class, collective, and representative action waivers in any other circumstance.

B. Certification

52. The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph 4 and the FLSA Collective described in Paragraph 19, as to all claims asserted in the Complaint pursuant to applicable state and federal law. If for any reason the Court does not approve this Settlement, fails to enter the Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement and Stipulation is lawfully terminated for any other reason, Verizon Connect shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a class, collective, and/or representative action on all applicable grounds.

C. Non-Approval By The Court

53. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality provisions in Section XII and the non-admission provisions in Paragraph 51;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and

- (d) Verizon Connect does not waive, and instead expressly reserves its rights to challenge the propriety of the Action proceeding as a class, representative, and/or PAGA action.

D. First Amended Complaint

54. Within 5 days after the execution of this Settlement Agreement, the Parties will file a joint stipulation with the Court requesting leave for Plaintiff to file the proposed First Amended Complaint attached as Exhibit B, which adds FLSA collective action claims based on the allegations pled in Plaintiff's initial complaint.

E. Settlement Payments

55. Verizon Connect agrees to pay a Gross Fund Value of One Million Six Hundred and Twenty Five Thousand Dollars (\$1,625,000), inclusive of (a) all settlement payments to Class Members, FLSA Members, and PAGA Members; (b) the PAGA penalty settlement payment to the LWDA; (c) any award of attorneys' fees and out-of-pocket litigation costs and expenses to Plaintiff's Counsel; (d) any award to Plaintiff of an Incentive Award; (e) the Settlement Administration Expenses; and (f) all payroll taxes and other applicable taxes for the settlement payments, excluding Verizon Connect's share of employer taxes on the amounts allocated to wages which will be paid separately from and in addition to the Gross Fund Value. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the Gross Fund Value:

- (a) From the GFV, Plaintiff's Counsel may seek from the Court attorneys' fees of one-third (1/3) of the GFV, and actual litigation costs and expenses up to \$35,000. Verizon Connect takes no position on Plaintiff's request for fees and costs provided it does not exceed these amounts.
- (b) From the GFV, Plaintiff's Counsel may seek from the Court an Incentive Award to Plaintiff not to exceed \$10,000. Verizon Connect takes no position on Plaintiff's request for an Incentive Award provided it does not exceed this amount.
- (c) From the GFV, Settlement Administration Expenses in a reasonable amount

currently estimated at \$11,000.

- (d) From the GFV, a payment of \$18,750 to the LWDA (the LWDA PAGA Penalty Amount), representing the LWDA's 75% share of the settlement attributable to PAGA penalties.
- (e) From the GFV, a payment of \$6,250 to be allocated among PAGA Members based on their eligible employee service time for Covered PAGA Pay Periods (the PAGA Group Payment). Individual PAGA Group Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.
- (f) From the GFV, the FLSA Settlement Fund in the amount of \$25,000 to be allocated among FLSA Members based on their eligible employee service time for Covered FLSA Workweeks. The individual FLSA Settlement Payments will be calculated as follows: the numerator shall be the number of the FLSA Member's individual Covered FLSA Workweeks; the denominator shall be the total Covered FLSA Workweeks for all FLSA Members; this fraction shall be multiplied by the FLSA Settlement Fund amount.
- (g) From the Net Settlement Amount (*i.e.*, the remainder of the GFV, including interest accruing to it, after the payments in Paragraphs 55(a)-(f) have been made, Class Settlement Payments will be allocated among Class Members based on their eligible employee service time for Covered Class Workweeks. Individual Class Settlement Payments will be calculated as follows: the numerator shall be the number of the Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Class Members; this fraction shall be multiplied by the Net Settlement Amount.
- (h) Individual FLSA Settlement Payments will be distributed in one check to each

FLSA Member in consideration of a release of the Released FLSA Claims. Each individual FLSA Settlement Payment check will contain the following FLSA opt-in and release language:

“By signing and negotiating this check, I affirm that I have elected to opt in to the settlement of the Released FLSA Claims in the action *Santillan v. Verizon Connect, Inc.*, pending in the United States District Court for the Southern District of California as Case No. 3:21-cv-1257-H-KSC, and hereby release the Released FLSA Claims in that action.”

- (i) Settlement Class Members and PAGA Members also will receive separate checks for their individual Class Settlement Payment and PAGA Group Payment.
- (j) Verizon Connect estimates that the number of workweeks for all potential class members from May 19, 2017, to August 8, 2022, is approximately 61,652 (the “Estimated Workweek Amount”). If the actual number of workweeks for all Class Members from May 19, 2017, to August 8, 2022, should exceed the Estimated Workweek Amount by more than five percent (5%), then Verizon Connect shall have the option to (i) increase the GFV by the percentage in excess of the 5% difference between the Estimated Workweek Amount and the actual number of workweeks that accrued for all Class Members from May 19, 2017 to August 8, 2022, or (ii) modify the end date, to the extent there is any impact, of the Covered Class Workweeks, Covered FLSA Workweeks, Covered PAGA Pay Periods, Released Class Claims, Released FLSA Claims, and/or Released PAGA Claims to an earlier date that would reduce the total number of Covered Class Workweeks proportionately to the excess percentage.
- (k) If the Court approves a lesser amount of attorneys’ fees and litigation costs, the Incentive Award, or the Settlement Administrator Expenses, than the amount sought by Plaintiff and Plaintiff’s Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to

the Settlement Class Members at the same as the settlement payments described in this Paragraph 55. Plaintiff and Plaintiff's counsel agree not to appeal an order reducing the requested amount of attorneys' fees, litigation costs, and/or the Incentive Award. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for fees and costs or the amount of any Incentive Award.

- (l) The Settlement Administrator will disburse monies from the GFV, including issuing all settlement payment checks, as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.

F. Objections

56. Only Settlement Class Members may object to the non-PAGA and non-FLSA portions of the Settlement. Class Members who opt-out of the Settlement are not eligible to object. All objections must be sent no later than forty-five (45) days after the mailing of the Class Notice, and such deadline applies notwithstanding any argument regarding non-receipt of the notice. Anyone who fails to send timely written objections in this manner shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order issued by the Court, subject to an opportunity to appear at the Fairness Hearing to raise a tardy objection at the Court's discretion. The Parties may file a response to any objections submitted by objecting Settlement Class Members at or prior to the Fairness Hearing. Settlement Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Fairness Hearing, or as otherwise ordered by the Court. All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

G. Opt-Outs

57. Class Members who wish to “opt-out” of and be excluded from the non-PAGA and non-FLSA portions of this settlement must submit a written Request for Exclusion from the Settlement Agreement to the Settlement Administrator bearing a post-mark from a date within the Claims Period. The Request for Exclusion must include: (a) the Class Member’s name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member’s social security number. If a Class Member submits a Deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Claims Period or five (5) business days after the close of the Claims Period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Settlement Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Fairness Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Requests for Exclusion without the written authorization of Verizon Connect.

58. Class Members are still bound by the Released PAGA Claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment. Additionally, all FLSA Members who cash their FLSA Settlement Payment check will be bound by the Released FLSA Claims even if they submit a valid Request for Exclusion.

H. Released Class, FLSA, and PAGA Claims

59. **Released Class Claims:** Upon Verizon Connect’s transfer of the GSV and the amount of its share of applicable employer payroll taxes on the wage-portion of the settlement payments to the Settlement Administrator, each Settlement Class Member and the Named Plaintiff shall be deemed to have fully, finally, and forever released Verizon Releasees from all Released Class Claims as more fully

set forth in Section VII. Plaintiff, in conjunction with his requesting his Incentive Award, also will enter into the General Release as set forth in Section VII.B.

60. **Released FLSA Claims:** Upon Verizon Connect's transfer of the GSV and the amount of its share of applicable employer payroll taxes on the wage-portion of the settlement payments to the Settlement Administrator, each FLSA Member who cashes their FLSA Settlement Payment check and the Named Plaintiff shall be deemed to have fully, finally, and forever released Verizon Releasees from all Released FLSA Claims as more fully set forth in Section VII.

61. **Released PAGA Claims:** Upon Verizon Connect's transfer of the GSV and the amount of its share of applicable employer payroll taxes on the wage-portion of the settlement payments to the Settlement Administrator, each PAGA Member, the Named Plaintiff, and the LWDA (including the State of California) shall be deemed to have fully, finally, and forever released the Verizon Releasees from all Released PAGA Claims as more fully set forth in Section VII.

62. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Class Claims (as defined in Paragraph 34), Released FLSA Claims (as defined in Paragraph 35), and Released PAGA Claims (as defined in Paragraph 36).

I. Entry of Judgment

63. At the Fairness Hearing, the Parties will request that the Court, among other things: (a) finally certify the Settlement Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with and incorporating the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members, FLSA Members, and PAGA Members; and (d) enter an order permanently enjoining all Settlement Class Members, FLSA Members, and PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Agreement.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

64. The Settlement Administrator will create a Qualified Settlement Fund ("QSF"), to be funded by the GFV paid by Verizon Connect and administered by the Settlement Administrator. The

Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Final Approval Order and Judgment or if the Effective Date does not occur, Verizon Connect shall not be obligated to wire the aforementioned funds.

65. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Settlement Administration Expenses will cover: (a) calculating each Class Member's potential recovery of the Net Settlement Amount, the FLSA Settlement Fund, and the PAGA Group Payment; (b) preparing and mailing to all Class Members the Class Notice with estimated Class Settlement Payment amounts and (if applicable) FLSA Settlement Payment and/or PAGA Group Payment amounts, and instructions on how to opt out of or object to the non-PAGA and non-FLSA portions of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and Verizon Connect's Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and Verizon Connect's Counsel a weekly report of activity; (e) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) determining and paying the final amounts due to be paid to Settlement Class Members, FLSA Members, and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (g) preparing and mailing the settlement payment to the LWDA; (h) issuing to Plaintiff, Plaintiff's Counsel, Settlement Class Members, FLSA Members, and PAGA Members any tax forms as may be required by applicable

law for all amounts paid pursuant to this Settlement Agreement; (i) forwarding all taxes and penalties to the appropriate government authorities; (j) preparing and mailing the amount of attorneys' fees and litigation costs awarded to Plaintiff's Counsel from the GFV; (k) preparing and mailing the Incentive Award awarded to Plaintiff from the GFV; (l) reporting to Class Counsel, Verizon Connect's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (m) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

66. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

67. Except for the Incentive Award described above to be paid to the Named Plaintiff, all Class Settlement Payments and FLSA Settlement Payments shall be allocated as follows: one-third (1/3) of each individual settlement payment as unpaid wages, which will be reported on an IRS Form W-2 with applicable withholdings; and one-third (1/3) as interest and one-third (1/3) as penalties, which will be reported on an IRS Form 1099 without withholdings. All PAGA Group Payments will be allocated entirely to statutory penalties and will be reported on an IRS Form 1099 without withholdings. Verizon Connect is responsible for paying the employer tax contributions on the amounts allocated as unpaid wages as required by law. The Named Plaintiff and Class Members must pay their own portion of payroll and all applicable income taxes on the one-third (1/3) portion of the Class Settlement Payment and FLSA Settlement Payment representing unpaid wages, and such amounts will be withheld from the individual settlement payments. The Named Plaintiff and Class Members also shall be exclusively liable for any and all tax liability on the settlement amounts allocated as non-wage recovery for interest and penalties. The Settlement Administrator shall be responsible for issuing all necessary tax reporting forms for all amounts paid under this Settlement, making all deductions and withholdings required under law, and timely reporting and remitting of Verizon Connect's payment of its share of applicable employer payroll taxes to the appropriate taxing authorities and shall indemnify Verizon Connect for any penalty

arising out of an incorrect calculation and/or interest with respect to late payment of the same.

68. The Incentive Award to the Class Representative shall be treated as compensation for non-wage related claims, injuries, and reimbursement, and shall be reported on an IRS Form 1099 without withholdings.

69. All portions of Class Settlement Payments and FLSA Settlement Payments to Class Members that are allocated as unpaid wages under this Settlement Agreement shall be considered compensation for disputed wages of Settlement Class Members and FLSA Members during the period of employment with Verizon Connect. To the extent any individual settlement payment results in any overpayment of unemployment benefits to the Named Plaintiff and/or any Class Member, the amount of any such overpayment shall be the responsibility of the individual Named Plaintiff and/or Class Member.

70. Payments will be sent by check to all Settlement Class Members, FLSA Members, and PAGA Members with notice.

71. Each Party to this Settlement Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure.

72. After all payments have been disbursed from the QSF, the Settlement Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

B. Notice to Class Members

73. By the later of: (i) 10 days after the Preliminary Approval Date, or (ii) May 30, 2023, Verizon Connect shall provide to the Settlement Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates worked for Covered Class Workweeks, Covered FLSA Workweeks, and Covered PAGA Pay Periods. Class Member data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Member data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Member data will be subject to the Settlement Administrator's confidentiality agreement and shall not be disclosed to the Named Plaintiff, Class Counsel, or any other Class Members without the written consent of Verizon Connect, except that Verizon Connect will authorize the Settlement Administrator on a case-by-case basis to provide to Plaintiff's Counsel information necessary to field any questions or address any challenges raised by a specific Class Member.

74. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the Class Notice is received by Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class Member whose Class Notice is returned as undeliverable.

75. Within fourteen (14) days of receiving the Class Member data from Verizon Connect and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members. At least five (5) business days prior to this mailing, the

Settlement Administrator shall provide Verizon Connect with a report listing the estimated settlement payment amounts to each Class Member.

76. Class Members shall have forty-five (45) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the 45th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. After recalculating estimated settlement allocations to account for opt-outs, Settlement Class Members, FLSA Members, and PAGA Members will receive their allocation from the settlement fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator.

77. All Settlement Administration Expenses shall come out of the GFV.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

78. The Settlement Administrator shall calculate pro rata individual Class Settlement Payments, FLSA Settlement Payments, and PAGA Group Payments as described in Paragraph 55 of this Settlement Agreement, and based on Verizon Connect's internal records.

B. Eligibility for Settlement Payments

79. Only Class Members who have not opted out of the non-PAGA and non-FLSA portion of the settlement will be considered Settlement Class Members eligible to receive a Class Settlement Payment. Class Members with Covered FLSA Workweeks and/or Covered PAGA Pay Periods will be eligible to receive an individual FLSA Settlement Payment and/or PAGA Group Payment in addition to the Class Settlement Payment, even if they opted out of the non-PAGA and non-FLSA portion of the settlement.

80. Each Class Notice mailed to a Class Member will identify his or her dates of employment for the Covered Class Workweeks, Covered FLSA Workweeks, and Covered PAGA Pay Periods, as applicable, based on Verizon Connect's records, and will estimate each Class Member's individual Class Settlement Payment, FLSA Settlement Payment, and PAGA Group Payment, as applicable.

81. Class Members will have the right to challenge only their dates of employment for the

Covered Class Workweeks, Covered FLSA Workweeks, or Covered PAGA Pay Periods as shown on the Class Notice. Any such challenges by Class Members must be sent directly to the Settlement Administrator at the address indicated on the Class Notice and must be made during the Claims Period. The Settlement Administrator will inform Class Counsel and Verizon Connect's Counsel in writing of any timely filed challenges. Verizon Connect's records are presumed to be accurate unless the Class Member submits documentation demonstrating otherwise, *i.e.*, a Class Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's workweeks, Verizon Connect's Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the Class Member making the challenge. Verizon Connect will decide whether the Class Member's challenge shall be accepted. Verizon Connect's decision is final and binding without a right of appeal.

82. The Settlement Administrator shall (a) date stamp all original Requests for Exclusion and all original rescissions of Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Verizon Connect's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Fairness Hearing; and (c) provide a declaration attaching as exhibits the original date-stamped Requests for Exclusion and rescissions of Requests for Exclusion received to be filed with the Court no later than 5 business days prior to the date of the Fairness Hearing or immediately if received less than 5 business days prior to the date of the Fairness Hearing.

C. Process and Deadlines

83. Within seven (7) days after the Effective Date, the Settlement Administrator shall make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members. Upon completion of its final calculation of payments, the Settlement Administrator shall provide Verizon Connect's Counsel with a report listing the amount of all Class Settlement Payments to be made to each Settlement Class Member, all FLSA Settlement Payments to be made to each FLSA Member, and all individual PAGA Group Payments to be made to each PAGA Member.

84. Within 14 days after the Effective Date, Verizon Connect will provide payment of the

GFV to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator, in addition to Verizon Connect's share of employer payroll taxes for the payments reportable on IRS Form W-2.

85. Within 30 days after the Effective Date, the Settlement Administrator shall distribute and pay all individual Class Settlement Payment checks to Settlement Class Members, FLSA Settlement Checks to FLSA Members, and PAGA Group Payment checks to PAGA Members, issue a check to the LWDA for the LWDA PAGA Penalty Amount, pay the Named Plaintiff his Incentive Award, and pay Class Counsel's attorneys' fees and costs.

D. Uncashed Settlement Checks

86. Settlement Class Members, FLSA Members, and PAGA Members will have 180 calendar days after mailing by the Settlement Administrator to cash settlement checks and will be so advised of such deadline. If such Settlement Class Members, FLSA Members, and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration date of the settlement checks (*i.e.*, 210 days after mailing of the settlement checks), the Settlement Administrator shall provide to Class Counsel and Verizon Connect's Counsel a verification/declaration signed under penalty of perjury that it has mailed the settlement checks to Settlement Class Members, FLSA Members, and/or PAGA Members, and if uncashed, that such amounts have been sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 *et seq.* in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

VII. RELEASE OF CLAIMS

A. Release by Plaintiff, Settlement Class Members, FLSA Members, PAGA Members, and the LWDA

87. Upon Verizon Connect's transfer of the GFV to the Settlement Administrator and the funding of Verizon Connect's share of applicable employer payroll taxes owed thereon, Plaintiff and each and every Settlement Class Member will be deemed to have, and by operation of the Final Approval

Order and Judgment entered by the Court will have, fully, finally, and forever released, relinquished, and discharged each and all of the Verizon Releasees from any and all Released Class Claims.

88. Upon Verizon Connect's transfer of the GFV to the Settlement Administrator and the funding of Verizon Connect's share of applicable employer payroll taxes owed thereon, Plaintiff and each and every FLSA Member who cashes their FLSA Settlement Payment checks will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have, fully, finally, and forever released, relinquished, and discharged each and all of the Verizon Releasees from any and all Released FLSA Claims.

89. Upon Verizon Connect's transfer of the GFV to the Settlement Administrator and the funding of Verizon Connect's share of applicable employer payroll taxes owed thereon, Plaintiff, on behalf of himself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have, fully, finally, and forever released, relinquished, and discharged each and all of the Verizon Releasees from any and all Released PAGA Claims.

90. The Parties understand and agree that this Settlement Agreement, in conjunction with the Preliminary Approval Order, prohibits and enjoins any participating Settlement Class Member (including Plaintiff) from bringing against the Verizon Releasees any of the Released Class Claims, Released FLSA Claims, and Released PAGA Claims through and including the Final Approval Date.

91. Plaintiff further agrees that the Settlement is fair and reasonable and will participate in the settlement.

B. General Release by Plaintiff

92. For and in accepting the consideration of the Incentive Award, Plaintiff will further make a general release (the "General Release") on behalf of himself and his heirs, executors, administrators, representatives, successors and assigns, of the Verizon Releasees (as defined in Paragraph 43), to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, lawsuits, attorneys' fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and

demands whatsoever, whether in law or equity, known and unknown, asserted and unasserted, which against the Verizon Releasees, Plaintiff (and his heirs, executors, administrators, representatives, successors and assigns) may now have or hereafter later determines that Plaintiff has or had upon or of the Preliminary Approval Date. This includes all of Plaintiff's claims against the Verizon Releasees related to or arising out of Plaintiff's employment with the Verizon Releasees, and/or the cessation of employment or purported employment therefrom. These claims expressly include, but are not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, including, but not limited to, breach of fiduciary duty and equitable claims arising under § 1132(a)(3) ("ERISA"), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer Protection Act, the California Family Rights Act ("CFRA"), California Equal Pay Law, California Whistleblower Protection Laws, Cal. Bus. And Prof. Code § 17200 *et seq.* ("UCL"), the California Fair Employment and Housing Act, and any and all claims related to the following: failure to pay minimum wages and pay for all hours worked; failure to pay overtime; failure to provide meal periods; failure to provide rest periods; failure to pay meal and rest break premiums; failure to timely pay wages during employment; failure to timely pay wages upon separation; failure to provide reimbursement for necessary business-related expenditures; failure to furnish accurate wage statements; damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*; any alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders; any alleged violation of

and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”); and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim related to whistleblowers or retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Verizon Releasees, including any claim for attorneys’ fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date of this General Release; provided, however, that Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict Plaintiff’s ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further provided, however, that Plaintiff does not waive any rights with respect to, or release the Verizon Releasees from, any claims for California Workers’ Compensation benefits, unemployment insurance or indemnification provided by state law (except that Plaintiff hereby releases and waives any claims that his termination was to avoid payment of such benefits or payments or that, as a result of his termination, he is entitled to additional benefits or payments); and further provided, however, that Plaintiff does not release any claim that cannot be released by private contract or for breach of the terms of the Settlement Agreement, subject to the confidentiality obligations in Section XII below. Plaintiff’s General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Verizon Releasees to the maximum extent permitted by law.

93. Thus, for the purpose of implementing a full and complete release and discharge of the Verizon Releasees, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such claim or claims.

94. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that if Plaintiff or his attorneys may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against the Verizon Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Verizon Releasees or the cessation of that employment. Plaintiff and Verizon Connect further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

95. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code Section 1542, which provides as follows:

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.

Plaintiff warrants that he has read this Agreement, including the waiver of California Civil Code section 1542, and that he has consulted with or had the opportunity to consult with counsel of his choosing and specifically about the waiver of section 1542, that he understands this Agreement and the section 1542 waiver, and that he freely and knowingly enters into this Agreement, this General Release, and the section

1542 waiver.

96. Plaintiff further agrees that, unless required to do so by law, he will not testify, provide documents, or otherwise participate, or request others to participate on his behalf, in any proceeding or litigation that is related to any conduct by any Verizon Connect Releasee as of the date of this Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the Securities and Exchange Commission (“SEC”) or any other California or federal regulatory or law enforcement agency or self-regulatory organization (“SRO”); (ii) testifying, participating, or otherwise assisting in a proceeding relating to an alleged violation of any California or federal law relating to fraud or any rule or regulation of the SEC or any SRO; or (iii) complying with a lawful subpoena or other legal process, subject to the terms of the Settlement Agreement.

97. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Verizon Connect may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Paragraph 110.

98. Plaintiff further covenants, and agrees that this Settlement Agreement is conditioned upon his covenant, that he will not participate in any other legal actions against Verizon Connect that involve the claims released by Plaintiff pursuant to the Released Class Claims, Released FLSA Claims, Released PAGA Claims, and Plaintiff’s General Release as set forth in this Section VII, and will opt out of those actions if he becomes aware of such actions.

VIII. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

99. Plaintiff's Counsel, subject to Verizon Connect's approval, will submit this Settlement Agreement to the Court together with the Motion for Preliminary Approval of Settlement. At least three (3) days before submission to the Court, Plaintiff will provide a draft of the Motion for Preliminary Approval and supporting papers to Verizon Connect for its review and comment. The motion shall seek an order:

- (a) Preliminarily approving the settlement;
- (b) Approving as to form and content the proposed Class Notice;
- (c) Directing the mailing of the Class Notice to Class Members;
- (d) Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
- (e) Preliminarily approving the Incentive Award payment to Named Plaintiff as Class Representative;
- (f) Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Plaintiff's Counsel;
- (g) Pending the Fairness hearing, enjoining Plaintiff and all Class Members and anyone acting on behalf of any Class Member, until the Class Member opts out, from: further prosecution of the Action; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class action basis any action, claim or proceeding against Verizon Connect in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking certification of a class action that involves any such claims; and
- (h) Scheduling a Fairness Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members, FLSA Members, and PAGA Members.

100. In conjunction with their Motion for Preliminary Approval, Plaintiff's Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

101. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Verizon Connect's Counsel will expeditiously work together on behalf of the Parties in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Verizon Connect's Counsel will expeditiously work together on behalf of the Parties in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

102. Within ten (10) business days following the filing of this Settlement with the Court, Verizon Connect shall serve upon the appropriate Federal and State officials a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

103. Verizon Connect shall provide to the Settlement Administrator within 30 days after the Preliminary Approval Date the Class Member data as set forth in Paragraph 73. Verizon Connect shall thereafter, during the notice, approval, opt out, and payment processes, assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact Class Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on Class Members' challenges.

104. The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to opt out of or object to the Settlement, in every way necessary and appropriate to assure effective communication to individual Class Members of information concerning their rights and obligations under this Settlement Agreement.

105. Plaintiff's Counsel shall provide the Court at least five days prior to the Fairness Hearing a declaration by the Settlement Administrator of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

106. Plaintiff's Counsel represents that they do not currently represent any current or former

employee who is intending to bring claims against Verizon Connect or Verizon Releasees.

IX. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

107. The Parties will submit a proposed Final Approval Order, which shall include findings and orders:

- (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (b) Approving the payment of an Incentive Award to the Named Plaintiff as Class Representative;
- (c) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses;
- (d) Releasing and extinguishing all Released Class Claims, Released FLSA Claims, and Released PAGA Claims upon Verizon Connect's transfer of the GFV and any employer's share of payroll taxes thereon to the Settlement Administrator; and
- (e) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

108. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (a) With the exception of any appeal by Plaintiff and Plaintiff's counsel of an order reducing the requested amount of attorneys' fees and litigation costs or the Incentive Award, should an appeal be taken from the Final Approval Order, all Parties will support the approval order on appeal;
- (b) Class Counsel and Verizon Connect's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from under this Settlement and assuring delivery of such payments;
- (c) Class Counsel and Verizon Connect's Counsel will assist the Settlement

Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;

- (d) Class Counsel and Verizon Connect's Counsel will cooperate with each other and assist the Settlement Administrator as needed;
- (e) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

X. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

109. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

By the later of: (i) 10 days after the Preliminary Approval Date, or (ii) May 30, 2023	Verizon Connect to provide the Settlement Administrator the Class Member information, including name(s), last known residence addresses, Social Security numbers, and the number of Covered Class Workweeks, Covered FLSA Workweeks, and Covered PAGA Pay Periods.
Within 14 days after receipt of Class Member data from Verizon Connect	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to provide Verizon Connect's Counsel with estimated individual Class Settlement Payments, FLSA Settlement Payments, and PAGA Group Payments to each Class Member.
45 days after mailing Class Notice	Deadline for Class Members to opt-out or object.
1 business day before Fairness Hearing	Last day to rescind objections or opt-outs.

Effective Date	Following entry of the Final Approval Order and Judgment, the latest of the following dates: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment (30 days after entry of the Court's Final Approval Order, if no appeals are filed)
Within 7 days after the Effective Date	Settlement Administrator to make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Verizon Connect's Counsel with a report listing the calculations and amount of all payments to be made to each Settlement Class Member, FLSA Member, and PAGA Member.
Within 14 days after the Effective Date	Verizon Connect to transfer the GFV to the Settlement Administrator to be deposited into the QSF.
Within 30 days after the Effective Date	Settlement Administrator to distribute and pay settlement checks to the LWDA, Settlement Class Members, FLSA Members, and PAGA Members, pay the Plaintiff his Incentive Award, and pay Plaintiff's Counsel the attorneys' fees and costs approved and awarded by the Court.
180 days after distribution of settlement checks	Expiration of settlement checks issued to Settlement Class Members, FLSA Members, and PAGA Members.
210 days after distribution of settlement checks	Uncashed checks presented to Controller of the State of California. Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Verizon Connect.

XI. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

110. Verizon Connect has the right to withdraw from the Settlement if: (a) the Settlement is construed by the Court in such a fashion that Verizon Connect is required to pay more than the GFV, except as described in Paragraph 55 of the Settlement Agreement; or (b) Class Members representing more than an aggregate total of five percent (5%) of the Covered Class Workweeks elect to "opt-out" of

the Settlement Class; or (c) Plaintiff or his counsel breach any term of the Confidentiality provision of the Memorandum of Understanding and/or this Settlement Agreement.

111. If for any reason the Settlement Agreement is not approved, or Verizon Connect withdraws from the Settlement, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XII and the non-admission provisions in Paragraph 51. In such an event, neither this Settlement Agreement, nor the parties' memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and Verizon Connect will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

112. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XII. CONFIDENTIALITY AND PUBLICITY

113. Names of Class Members will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiff's Counsel and who will only file such information under seal if necessary, except the Settlement Administrator may disclose, in a declaration filed publicly with the Court, the names of Class Members who submitted valid and timely Requests for Exclusion. Plaintiff's Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Action only, and may not be used for any purpose or in any other action or proceeding.

114. Plaintiff and Plaintiff's Counsel agree to keep this settlement strictly confidential until the Preliminary Approval Motion is filed and not to disclose the terms of this settlement except in court papers or if needed to respond to Class Member inquiries, except as set forth in this Paragraph. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel

agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court.

XIII. PARTIES' AUTHORITY

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

XIV. MUTUAL FULL COOPERATION

116. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation of Verizon Connect and Verizon Connect's counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XV. NOTICES

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

To Plaintiff's Counsel:

Kevin T. Barnes
LAW OFFICES OF KEVIN T. BARNES
1041 Parkside Commons, Suite 101
Greensboro, GA 30642-4519
Tel.: (213) 793-9100

barnes@kbarnes.com

Vanessa M. Ruggles
VANESSA M. RUGGLES, ESQ.
1717 E. Vista Chino, Suite A7, PMB 117
Palm Springs, CA 92262
Tel: (760) 699-7215

Fax: (866) 606-6593
VMRuggles@gmail.com

Raphael A. Katri
LAW OFFICES OF RAPHAEL A. KATRI
8549 Wilshire Boulevard, Suite 200
Beverly Hills, CA 90211
Tel: (310) 940-2034
Fax: (310) 733-5644
RKatri@socallaborlawyers.com

To Verizon Connect's Counsel:

Carrie A. Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any party changes, or their address changes, that party will notify all other parties of said change in writing.

XVI. MISCELLANEOUS PROVISIONS

A. Captions and Titles

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

B. Drafting

119. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the "drafter" of the Settlement Agreement for purposes of having terms construed against that party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

120. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party.

D. Governing Law

121. The rights and obligations of the parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

122. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Verizon Connect. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Verizon Connect sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Verizon Connect benefit plan, policy, or bonus program. Verizon Connect retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

123. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of this Action and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements relating to this Action, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may

be waived except in writing.

G. Waiver of Claims

124. Plaintiff and Verizon Connect waive any and all claims for fees, costs, indemnity, or contribution against Plaintiff, Verizon Connect, any Class Member, Plaintiff's Counsel, or Verizon Connect's Counsel except for as provided herein.

H. No Prior Assignments

125. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

I. Counterparts and Electronic Signatures

126. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

[Signatures on following page]

READ CAREFULLY BEFORE SIGNING

PLAINTIFF ANTONIO HIRAM SANTILLAN

Dated: _____

Antonio Hiram Santillan

DEFENDANT VERIZON CONNECT INC.

Dated: May 5, 2023

Daniel P. Murphy

Name: Daniel P. Murphy

Title: Authorized Signatory

APPROVED AS TO FORM

LAW OFFICES OF KEVIN T. BARNES

Dated: _____

Kevin T. Barnes
Gregg Lander
Attorneys for Plaintiff Antonio Hiram Santillan

VANESSA M. RUGGLES, ESQ.

Dated: _____

Vanessa M. Ruggles
Attorneys for Plaintiff Antonio Hiram Santillan

LAW OFFICES OF RAPHAEL A. KATRI

Dated: _____

Raphael A. Katri
Attorneys for Plaintiff Antonio Hiram Santillan

MORGAN, LEWIS & BOCKIUS LLP



Dated: May 5, 2023

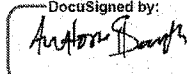
Carrie A. Gonell

Attorneys for Defendant Verizon Connect Inc.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF ANTONIO HIRAM SANTILLAN

Dated: 4/21/2023

DocuSigned by:

BC04EBCDE81840E

Antonio Hiram Santillan

DEFENDANT VERIZON CONNECT INC.

Dated: _____

Name: _____
Title: _____

APPROVED AS TO FORM

LAW OFFICES OF KEVIN T. BARNES

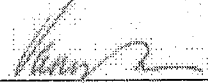
Dated: May 8, 2023



Kevin T. Barnes
Gregg Lander
Attorneys for Plaintiff Antonio Hiram Santillan

VANESSA M. RUGGLES, ESQ.

Dated: 4/21/23



Vanessa M. Ruggles
Attorneys for Plaintiff Antonio Hiram Santillan

LAW OFFICES OF RAPHAEL A. KATRI

Dated: 5/8/23



Raphael A. Katri
Attorneys for Plaintiff Antonio Hiram Santillan