

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 03 2025

BY Amie Arroyo
AMIE ARROYO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Coordination Proceeding
Special Title (Rule 3.550)

Judicial Council Coordination Proceeding
Case No. JCCP5234

BROSNAN WAGE AND HOUR CASES

*Assigned for all purposes to:
Hon. Stephanie Tanada, Dept. S33*

Included actions:

Murillo v. Brosnan Risk Consultants, Ltd.

~~[FIRST AMENDED PROPOSED]~~ **ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Murillo v. Brosnan Risk Consultants, Ltd., et
al.

Binns v. Brosnan Risk Consultants, Ltd., et
al.

Date: August 21, 2025
Time: 8:30 a.m.
Dept: S-26

Bullard, et al. v. Brosnan Risk Consultants,
Ltd.

Jackson, et al. v. Brosnan Risk Consultants,
Ltd.

Arcaina v. Brosnan Risk Consultants, Ltd.

~~[FIRST AMENDED PROPOSED]~~ **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiffs Raymond Murillo, Damarya Davis, Dajahne Jackson, Mary Binns,
4 Jocelyn Arcaina, and Ahmir Ringo ("Plaintiffs"), individually and on behalf of all others similarly
5 situated and on behalf of the general public have applied to this Court for an order preliminarily
6 approving the settlement of the Action in accordance with the CLASS ACTION AND PAGA
7 SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Settlement" or "Agreement")
8 entered into by Plaintiffs and Defendants Brosnan Risk Consultants LTD and Brosnan Risk West
9 Coast ("Defendants") which sets forth the terms and conditions for a proposed settlement upon
10 the terms and conditions set forth therein (Plaintiffs and Defendant shall be collectively referred
11 to herein as the "Parties"); and

12 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary
13 Approval of Class Action Settlement.

14 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
15 THAT:

16 1. This Order incorporates by reference the definitions in the Settlement attached as
17 Exhibit 1 to the Declaration of Alexander G.L. Davies in Support of Plaintiffs' Motion for
18 Preliminary Approval of Class Action Settlement, an additional copy of which is attached hereto as
19 Exhibit 1, and all terms defined therein shall have the same meaning in this Order.

20 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
21 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
22 adequate and reasonable when balanced against the probable outcome of further litigation relating
23 to liability and damages issues; (c) sufficient investigation and research have been conducted such
24 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
25 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
26 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
27 been reached as the result of non-collusive, arms-length negotiations.

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1 3. With respect to the Class and for purposes of proceeding pursuant to California
2 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
3 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
4 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
5 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
6 are typical of the Class' claims; (d) class certification is a superior method for implementing the
7 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
8 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
9 qualified to serve as counsel for the Class.

10 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
11 conditionally certifies the class for settlement purposes only. The Class is defined as all current and
12 former non-exempt employees, who did not sign arbitration agreements and who did not enter
13 prior settlement/severance agreements with Defendants, within the State of California during the
14 Class Period of December 6, 2020 and January 16, 2025.

15 5. Plaintiffs Raymond Murillo, Damarya Davis, Dajahne Jackson, Mary Binns,
16 Jocelyn Arcaina, and Ahmir Ringo are hereby preliminarily appointed and designated, for all
17 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC, Diversity Law
18 Group, P.C., James Hawkins, APLC and Lawyers for Justice are hereby preliminarily appointed
19 and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
20 behalf of the Class Members with respect to all acts or consents required by, or which may be given
21 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
22 Any Class Member may enter an appearance either personally or through counsel of such
23 individual's own choosing and at such individual's own expense. Any Class Member who does not
24 enter an appearance or appear on his or her own will be represented by Class Counsel.

25 6. Should, for whatever reason, the Settlement not become final, the fact that the
26 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
27 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
28 a non-settlement context.

1 7. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
3 subject to modification at final approval.

4 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to
5 thirty ~~five~~ percent of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed
6 \$65,000.00, Service Award up to ~~\$15,000.00~~ ^{of \$7,500} to each Named Plaintiff, payment to the LWDA in
7 the amount of \$225,000.00 for its share of the PAGA Penalties, and costs of administration not to
8 exceed \$15,000.00, subject to final approval.

9 9. The Court hereby approves, as to form and content, the Class Notice and its exhibits,
10 a true and correct copy of which is attached hereto as Exhibit 1-A, to be distributed to Class
11 Members. The Court finds that distribution of the Class Notice and its exhibits, substantially in the
12 manner and form set forth in the Settlement and this Order, meets the requirements of due process,
13 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
14 to all persons entitled thereto.

15 10. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator and
16 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
17 Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish
18 to participate in the settlement provided for by the Settlement Agreement do not need to respond to
19 the Class Notice.

20 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
21 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
22 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
23 to \$15,000.00 as provided in the Settlement.

24 12. Any Class Member may choose to opt-out of and be excluded from the Class as
25 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
26 Class will not be entitled to any recovery under the Settlement and will not be bound by the
27 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
28

1 requested exclusion/opted-out shall be Participating Class Members and bound by all
2 determinations of the Court, the Settlement, and the Final Judgment.

3 13. A Final Fairness and Approval Hearing shall be held before this Court on **March**
4 **20, 2026 at 8:30 a.m.** ~~[or at a later date that is convenient with the Court, on _____, 2026~~
5 ~~at _____ a.m. / p.m.]~~ in Department S33 of the Superior Court for the State of California, County
6 of San Bernardino, located at 247 W. Third Street, San Bernardino, CA 92415. All papers in
7 support of final approval and related awards for fees, costs, and Plaintiff's incentive award must be
8 filed and served at least 16 court days before the final approval hearing.

9 14. Any Participating Class Member must object to the Settlement by following the
10 instructions for submitting written objections that are set forth in the Settlement Agreement and
11 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
12 final authority with respect to the consideration and admissibility of any objections. Any
13 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

14 15. The Settlement is not a concession or admission, and shall not be used against the
15 Released Parties, as an admission or indication with respect to any claim of any fault or omission
16 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
17 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
18 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
19 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
20 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
21 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

22 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
23 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
24 are hereby stayed.

25 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
26 of the Class Members for all matters relating to this Action, and this Settlement, including
27 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
28 enforcement of this Settlement and this Order.

18. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

DATED:

11/03/25

Honorable Stephanie Tanada
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Raymond Murillo, Damarya Davis, Dajahne Jackson, Mary Binns, Jocelyn Arcaina, and Ahmir Ringo (“Plaintiffs”) and Defendants Brosnan Risk Consultants LTD and Brosnan Risk West Coast (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means *Raymond Murillo v. Brosnan Risk Consultants, LTD*, currently pending in San Bernardino County Superior Court, Case Nos. CIVSB2106646 (Class), CIVSB2118629 (PAGA), *Duvawn Bullard v. Brosnan Risk Consultants, LTD*, currently pending in Stanislaus County Superior Court, Case No. CV-21-006205, *Dajahne Jackson v. Brosnan Risk Consultants, LTD*, currently pending in Riverside County Superior Court, Case No. CVRI2204256, *Mary Binns v. Brosnan Risk Consultants, LTD et al.*, currently pending in Los Angeles County Superior Court, Case No. 21 STCV36970, *Jocelyn Arcaina v. Brosnan Risk Consultants, LTD*, currently pending in San Joaquin County Superior Court, Case Nos. STK-CV-UOE-2022-0011865 (Class), and STK-CV-UOE-2023-0001787 (PAGA), all of which are judicially coordinated before the San Bernardino County Superior Court on June 23, 2022 (JCCP No. 5234) (the “Action”). As part of the settlement process, Plaintiffs will dismiss all of their separate actions.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” or “Aggrieved Employees” shall be defined as all current and former non-exempt employees of Defendants within the State of California during the PAGA Period.

1.5. “Class” shall be defined as all current and former non-exempt employees of Defendants, who did not sign arbitration agreements and who did not enter prior settlement/severance agreements with Defendants, within the State of California during the Class Period.

1.6. “Class Counsel” means Aegis Law Firm, PC; Diversity Law Group; Lawyers for Justice PC; and James Hawkins, APLC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of actual reasonable

attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period between December 6, 2020 and January 16, 2025, subject to modification by Defendants per paragraph 8.

1.13. "Class Representatives" means the named Plaintiffs in the Action seeking Court approval to serve as a Class Representatives.

1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Bernardino.

1.16. "Defendants" means named Defendants Brosnan Risk Consultants LTD and Brosnan Risk West Coast.

1.17. "Defense Counsel" means Gordon Rees Scully Mansukhani, LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$5,400,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period between December 6, 2020 and January 16, 2025, subject to modification by Defendants per paragraph 8 below.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.). Unless otherwise specified, all citations and references to the Private Attorneys General Act (Labor Code §§ 2698. et seq.) are to the former version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699, subd. (v), as amended, because the Actions were all filed prior to June 19, 2024.

1.33. “PAGA Notices” means Plaintiffs’ letters to Defendants and the LWDA sent April 13, 2021, September 9, 2021, October 5, 2021, and December 20, 2022, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiffs” means Raymond Murillo, Damarya Davis, Dajahne Jackson, Mary Binns, Jocelyn Arcaina, and Ahmir Ringo, the named plaintiffs in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendants and their agents, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates, and predecessor, successor, and parent companies.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means 45 days after the Administrator mails the Class Notice, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to

the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.2. On March 12, 2021 Plaintiff Raymond Murillo commenced this Action by filing a Complaint alleging causes of action against Defendants for: Failure to Pay Minimum Wages; Failure to Pay Overtime Wages; Failure to Provide Meal Periods; Failure to Permit Rest Breaks; Failure to Reimburse Business Expenses; Failure to Provide Accurate Itemized Wage Statements; Failure to Pay Weekly; Failure to Pay All Wages Due Upon Separation of Employment; and Violation of Business and Professions Code §§ 17200, *et seq.*

2.3. The following additional cases were filed alleging the same and similar causes of action: *Duvawn Bullard v. Brosnan Risk Consultants, LTD*, currently pending in Stanislaus County Superior Court, Case No. CV- 21-006205, *Dajahne Jackson v. Brosnan Risk Consultants, LTD*, currently pending in Riverside County Superior Court, Case No. CVRI2204256, *Mary Binns v. Brosnan Risk Consultants, LTD et al.*, currently pending in Los Angeles County Superior Court, Case No. 21 STCV36970, *Jocelyn Arcaina v. Brosnan Risk Consultants, LTD*, currently pending in San Joaquin County Superior Court, Case Nos. STK-CV-UOE-2022-0011865 (Class), and STK-CV-UOE-2023-0001787 (PAGA) all of which were judicially coordinated before the San Bernardino County Superior Court on June 23, 2022 (JCCP No. 5234),

2.4. The Complaint is the operative complaint in each case included in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.6. On November 17, 2024 the Parties participated in an all-day mediation presided over by Steve Serratore, Esq. which led to this Agreement to settle the Action.

2.7. Prior to agreeing to mediation, Plaintiffs obtained through formal discovery Plaintiffs’ wage statements, timekeeping records, and personnel files, Defendants’ wage and

hour policies and employee handbooks for its non-exempt employees, and metrics concerning the putative Class Members. Thereafter, and in advance of mediation, Defendant supplemented its formal productions by providing updated metrics on its non-exempt employees, and producing a timekeeping and pay data sampling for approximately 15% of the Class Members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.8. The Court has not granted class certification.

2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay **\$5,400,000** and no more as the Gross Settlement Amount in consideration for the releases as described herein, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. Defendants will not receive reversion of any part of the Gross Settlement Amount, unless the settlement is not finally approved by the Court with the terms materially identical to the terms articulated herein. In the event the settlement is void per this term, or is not given final approval by the Court, Defendants will bear only one half of the already-accrued costs of the Administrator. The Parties expressly agree that the Court's approval or denial of any request for a class representative enhancement is not a material condition to this agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by class counsel of a class representative enhancement shall not operate to terminate or cancel this agreement. To the extent the Court awards less than the amount of the requested Class Representative Service Payments, or Class Counsel Fees Payment and Class Litigation Expenses Payment, any remaining amount will be redistributed amongst participating class members on a pro rata basis.

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

- 3.2.1. To Plaintiffs: Class Representative Service Payments to each of the Class Representatives of not more than \$15,000.00 each to be paid from the Gross Settlement Amount in addition to any Individual Class Payment and

any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their respective Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$1,890,000 (subject to increase pursuant to the escalator provision in Paragraph 8), and a Class Counsel Litigation Expenses Payment of not more than \$65,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3.1. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the

result by each Participating Class Member's Workweeks.

- 3.2.3.2. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to employees' share of taxes and withholdings and will be reported on an IRS W-2 Form. 45% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and 45% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.3.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$300,000.00, subject to Court approval, to be paid from the Gross Settlement Amount, with 75% (\$225,000.00) allocated to the LWDA PAGA Payment and 25% (\$75,000.00) allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$75,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Aggrieved Employees may not object to or opt-out of the PAGA settlement and will be sent their Individual PAGA Payment whether or not they are a Participating or Non-Participating Class Member.
 - 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the

Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 2,772 Class Members who collectively worked a total of 80,523 workweeks and approximately 4,581 Aggrieved Employees who worked a total of 131,564 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 30 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the

Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.1. The Administrator must conduct a Class Member Address Search for all other Participating Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.2. For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.3. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of Plaintiffs' employment that occurred prior to the date of execution of this agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that

Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have during the Class Period against the Released Parties and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts alleged in Plaintiffs' Operative Complaint and/or Notice to the California Labor Workforce Development Agency, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Class Released Claims"). The Class Released Claims specifically include, but are not limited to claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including failure to: (1) pay minimum wages (including minimum wages), (2) pay overtime, (3) provide meal periods, (4) provide rest breaks, (5) reimburse for business expenses, (6) provide accurate wage statements, (7) pay weekly, (8) timely pay waiting time penalties, (9) violation of Business and Professions Code, (10) timely pay wages during employment, (11) keep complete and accurate pay records, (12) Improper Use of Consumer Credit Report, (13) Violation of Business & Professions Code, (14) Violation of the Fair Credit Reporting Act ("FCRA") for Failure to Make Proper Disclosures, (15) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization, (16) Violation of the Investigative Consumer Reporting Agencies Act ("ICRAA") for Failure to Make Proper Disclosure and Obtain Proper Authorization, (17) Violation of the Consumer Credit Reporting Agencies Act ("CCRAA") for Failure to Make Proper Disclosure, (18) improper use of consumer credit report in violation of labor code section § 1024.5, and (19) failure to provide suitable seating, as well as interest, fees, and costs.

5.3. Release by Aggrieved Employees: Plaintiffs and all Aggrieved Employees shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period against the Released Parties and

that were asserted in the Action, or that arise from or could have been asserted based on any of the facts alleged in Plaintiffs' Operative Complaint and/or Notice to the California Labor Workforce Development Agency (the "PAGA Released Claims"). The PAGA Released Claims specifically include, but are not limited to claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA Penalties, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including failure to: (1) pay minimum wages (including minimum wages), (2) pay overtime, (3) provide meal periods, (4) provide rest breaks, (5) reimburse for business expenses, (6) provide accurate wage statements, (7) pay weekly, (8) timely pay waiting time penalties, (9) timely pay wages during employment, (10) keep complete and accurate pay records, (11) Improper Use of Consumer Credit Report, (12) Violation of Business & Professions Code, (13) Violation of the Fair Credit Reporting Act ("FCRA") for Failure to Make Proper Disclosures, (14) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization, (15) Violation of the Investigative Consumer Reporting Agencies Act ("ICRAA") for Failure to Make Proper Disclosure and Obtain Proper Authorization, (16) Violation of the Consumer Credit Reporting Agencies Act ("CCRAA") for Failure to Make Proper Disclosure, (17) improper use of consumer credit report in violation of labor code section § 1024.5 (18) failure to provide suitable seating, and (19) any other Civil Penalties Pursuant to PAGA as described in Plaintiffs' letters to the LWDA, dated April 13, 2021, September 9, 2021, October 5, 2021, and December 20, 2022, as well as interest, fees, and costs.

Plaintiffs and Aggrieved Employees may not opt out of the Release in this paragraph.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs shall file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group,

Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel and Defense Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees may not opt out of the PAGA Release in paragraph 5.3.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail, and must provide any supporting documentation to the Administrator. The Administrator must encourage the challenging Class Member to submit supporting documentation. Defendants' records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly, and no later than 10 calendar days of receipt of a dispute regarding Workweeks and/or PAGA Pay Periods, provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments. Aggrieved Employees may not object to the Settlement, to the extent prohibited by law.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating

Class Members may appear in Court (or hire an attorney to appear in Court at his or her own expense) to present verbal objections at the Final Approval Hearing regardless of whether they submitted any written objections. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain a section of the Administrator's existing internet website (i.e., the expense of a custom website and URL does not need to be undertaken) to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The

Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion, objections, and challenges to Workweeks and/or PAGA Pay Periods received.

- 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, the number of challenges to Workweeks and/or PAGA Pay Periods and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Defendants represent that there are no more than 74,000 Workweeks worked in the Class Period, and this forms the basis of Plaintiffs' agreement to settle. The parties agree there is a 10% margin of error. In the event the number of Workweeks worked increases by more than 10%, then Defendants can either (a) increase the GSA proportionally by the Workweeks worked in excess of 81,400 Workweeks (e.g., if the total number of Workweeks is 12% higher than 74,000, the GSA will increase by 2%), or (b) end the Class Period and PAGA Period on a date when there are no more than 81,400 Workweeks worked by settlement class members. Defendants must make this election before the Class Notice is mailed. To the extent this Escalator Clause is

triggered after the Class Notice is mailed, Defendants will not have the option to shorten the Class Period.

9. DEFENDANTS' RIGHT TO WITHDRAW. If 10% of the Class Members submit exclusion forms of any kind, Defendants may exercise the option to withdraw from the settlement and the settlement will be entirely void. Defendants must exercise this right within seven (7) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within seven (7) days after the deadline for submission of Requests for Exclusion. However, if Defendants exercise this option, they will be responsible for paying all settlement administration costs incurred to date.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be

suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. Any additional Administration Expenses reasonably incurred after remittitur shall be paid from the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint and/or PAGA Notice have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Notice of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or

appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on

the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. No parties will issue any press release or other public or non-public representation regarding the settlement other than as necessary to effectively communicate with Class Members and to obtain Court approval and effectuate the terms of the settlement. The parties and their counsel also agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case. Notwithstanding the above, this Paragraph does not restrict Plaintiffs' Counsel's communications with Class Members in accordance with their ethical obligations owed to Class Members as Class Counsel in this matter, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA. Additionally, nothing in this paragraph, and/or the confidentiality obligations stated herein, shall preclude Plaintiffs' Counsel from referring to the settlement in any future Court filings (whether in this case or in other proceedings) in support of its qualifications as counsel. The Parties may also make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement.

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

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

12.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Murillo

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Facsimile: (213) 465-4885
edward.choi@choiandassociates.com

To Plaintiffs Davis, Jackson, and Ringo
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Joanna Ghosh
Matthew Richard Soto
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Glendale, California 91203
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joanna@calljustice.com
matthew@calljustice.com

To Plaintiff Arcaina
James Hawkins, APLC
James R. Hawkins
Gregory Mauro
Michael Calvo
Ava Issary

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Irvine, CA 92618
james@jameshawkinsaplc.com
greg@jameshawkinsaplc.com
michael@jameshawkinsaplc.com
lauren@jameshawkinsaplc.com
ava@jameshawkinsaplc.com

To Defendant: Linh T. Hua
Ashley N. Batiste
GORDON REES SCULLY MANSUKHANI
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90017
Telephone: 213.576.5000
Facsimile: 213.680.4470
lhua@grsm.com
abatiste@grsm.com

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

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

Date: 3/19/2025

PLAINTIFF RAYMOND MURILLO

DocuSigned by:


99B13E7BF99149D...
Raymond Murillo

Date: _____

PLAINTIFF DAMARYA DAVIS

Damarya Davis

9880 Research Drive, Suite 200
Irvine, CA 92618
james@jameshawkinsaplc.com
greg@jameshawkinsaplc.com
michael@jameshawkinsaplc.com
lauren@jameshawkinsaplc.com
ava@jameshawkinsaplc.com

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Date: _____

PLAINTIFF RAYMOND MURILLO

Raymond Murillo

Date: 03/19/2025

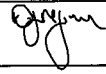
PLAINTIFF DAMARYA DAVIS

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Damarya Davis	
Notar Assure Sign	81751b71649e-4619-8521-82a50178b064

Damarya Davis

Date: 03/19/2025

PLAINTIFF DAJAHNE JACKSON

Electronically Signed:  2025-03-20 01:06:46 UTC - 172.56.185.4
10000147-0005-4763-0408-626501764841

Dajahne Jackson

Date: _____

PLAINTIFF AHMIR RINGO

Ahmir Ringo

Date: _____

PLAINTIFF MARY BINNS

Mary Binns

Date: _____

PLAINTIFF JOCELYN ARCAINA

Jocelyn Arcaina

Date: _____

DEFENDANTS BROSNAN RISK
CONSULTANTS LTD AND BROSNAN
RISK WEST COAST

By: _____

Date: _____

AEGIS LAW FIRM, PC

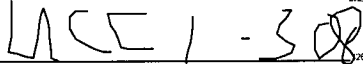
Date: _____

PLAINTIFF DAJAHNE JACKSON

Dajahne Jackson

Date: 03/30/2025

PLAINTIFF AHMIR RINGO

Electronically Signed

2025-03-31 06:11:53 UTC - 17236208246
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Time Assured

Ahmir Ringo

Date: _____

PLAINTIFF MARY BINNS

Mary Binns

Date: _____

PLAINTIFF JOCELYN ARCAINA

Jocelyn Arcaina

Date: _____

DEFENDANTS BROSNAN RISK
CONSULTANTS LTD AND BROSNAN
RISK WEST COAST

By: _____

Date: _____

AEGIS LAW FIRM, PC

Date: _____

PLAINTIFF DAJAHNE JACKSON

Dajahne Jackson

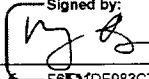
Date: _____

PLAINTIFF AHMIR RINGO

Ahmir Ringo

Date: 3/19/2025

PLAINTIFF MARY BINNS

Signed by:


Mary Binns

Date: _____

PLAINTIFF JOCELYN ARCAINA

Jocelyn Arcaina

Date: _____

DEFENDANTS BROSNAN RISK
CONSULTANTS LTD AND BROSNAN
RISK WEST COAST

By: _____

Date: _____

AEGIS LAW FIRM, PC

Date: _____

PLAINTIFF DAJAHNE JACKSON

Dajahne Jackson

Date: _____

PLAINTIFF AHMIR RINGO

Ahmir Ringo

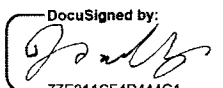
Date: _____

PLAINTIFF MARY BINNS

Mary Binns

Date: 3/18/2025

PLAINTIFF JOCELYN ARCAINA

DocuSigned by:

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Jocelyn Arcaina

Date: _____

DEFENDANTS BROSNAN RISK
CONSULTANTS LTD AND BROSNAN
RISK WEST COAST

By: _____

Date: _____

AEGIS LAW FIRM, PC

Date: _____

PLAINTIFF DAJAHNE JACKSON

Dajahne Jackson

Date: _____

PLAINTIFF AHMIR RINGO

Ahmir Ringo

Date: _____

PLAINTIFF MARY BINNS

Mary Binns

Date: _____

PLAINTIFF JOCELYN ARCAINA

Jocelyn Arcaina

Date: 04 / 07 / 2025

DEFENDANTS BROSAN RISK
CONSULTANTS LTD AND BROSAN
RISK CONSULTANTS
Michelle S. Harkavy

Michelle S. Harkavy
By: EVP General Counsel

Date: _____

AEGIS LAW FIRM, PC

Date: _____

PLAINTIFF DAJAHNE JACKSON

Dajahne Jackson

Date: _____

PLAINTIFF AHMIR RINGO

Ahmir Ringo

Date: _____

PLAINTIFF MARY BINNS

Mary Binns

Date: _____

PLAINTIFF JOCELYN ARCAINA

Jocelyn Arcaina

Date: _____

DEFENDANTS BROSNAN RISK
CONSULTANTS LTD AND BROSNAN
RISK WEST COAST

By: _____

Date: 3/19/25

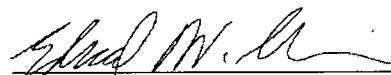
AEGIS LAW FIRM, PC

Alexander J.L. Davies

Samuel Wong
Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff Murillo

Date: 3/19/2025

DIVERSITY LAW GROUP
POLARIS LAW GRUP
LAW OFFICES OF CHOI & ASSOC.
HYUN LEGAL



Larry W. Lee
William L. Marder
Edward W. Choi
Dennis S. Hyun
Attorneys for Plaintiff Binns

Date: _____

LAWYERS FOR JUSTICE

Edwin Aiwazian
Joanna Ghosh
Matthew Richard Soto
Attorneys for Plaintiffs Davis, Jackson, and

Ringo

Date: _____

JAMES HAWKINS, APLC

James R. Hawkins
Gregory Mauro
Michael Calvo
Ava Issary
Attorneys for Plaintiff Arcaina

Samuel Wong
Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff Murillo

Date: _____

DIVERSITY LAW GROUP
POLARIS LAW GRUP
LAW OFFICES OF CHOI & ASSOC.
HYUN LEGAL

Larry W. Lee
William L. Marder
Edward W. Choi
Dennis S. Hyun
Attorneys for Plaintiff Binns

Date: March 31, 2025

LAWYERS FOR JUSTICE



Edwin Aiwanian
Joanna Ghosh
Matthew Richard Soto
Attorneys for Plaintiffs Davis, Jackson, and

Ringo

Date: _____

JAMES HAWKINS, APLC

James R. Hawkins
Gregory Mauro
Michael Calvo
Ava Issary
Attorneys for Plaintiff Arcaina

Samuel Wong
Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff Murillo

Date: _____

DIVERSITY LAW GROUP
POLARIS LAW GRUP
LAW OFFICES OF CHOI & ASSOC.
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Larry W. Lee
William L. Marder
Edward W. Choi
Dennis S. Hyun
Attorneys for Plaintiff Binns

Date: _____

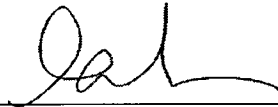
LAWYERS FOR JUSTICE

Edwin Aiwazian
Joanna Ghosh
Matthew Richard Soto
Attorneys for Plaintiffs Davis, Jackson, and

Ringo

Date: 03/18/2025

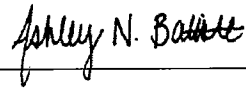
JAMES HAWKINS, APLC



James R. Hawkins
Gregory Mauro
Michael Calvo
Ava Issary
Attorneys for Plaintiff Arcaina

Date: 4/7/2025

GORDON REES SCULLY
MANSUKHANI, LLP



Linh T. Hua
Ashley N. Batiste
Attorneys for Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

BROSNAN WAGE AND HOUR CASES , Case No. JCCP5234

*The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from the above referenced employee class action lawsuit ("Action") against Brosnan Risk Consultants LTD and Brosnan Risk West Coast ("Defendants" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former employees Raymond Murillo, Damarya Davis, Dajahne Jackson, Ahmir Ringo, Mary Binns, and Jocelyn Arcaina ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of current and former non-exempt (meaning hourly) employees, who did not sign arbitration agreements and who did not enter prior settlement/severance agreements with Defendants, within the State of California during the Class Period of December 6, 2020 and January 16, 2025 ("Class Members"), and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt (meaning hourly) employees of Defendants within the State of California during the PAGA Period of December 6, 2020 and January 16, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a timely and valid written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs

Must be Submitted by _____	reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Aegis Law Firm, PC; Diversity Law Group; Lawyers for Justice PC; and James Hawkins, APLC ("Class Counsel").

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendants Will Pay \$5,400,000 as the Gross Settlement Amount (Gross Settlement Amount). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to 35% of the Gross Settlement (currently estimated to be up to \$1,890,000) to Class Counsel for attorneys' fees and up to \$65,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$15,000.00 each as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$15,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$300,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants will separately pay employer payroll taxes they owe on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name and in the amount of your respective payment(s), however you will still be bound by the Settlement Agreement. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

- H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and/or written objection(s), and any disputes regarding Workweeks or PAGA Pay Periods. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have during the Class Period against the Released Parties and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts alleged in Plaintiffs’ PAGA and Class Complaints (“Complaint”) and/or Notice to the California Labor Workforce Development Agency, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the “Class Released Claims”). The Class Released Claims specifically include, but are not limited to claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including failure to: (1) pay minimum wages (including minimum wages), (2) pay overtime, (3) provide meal periods, (4) provide rest breaks, (5) reimburse for business expenses, (6) provide accurate wage statements, (7) pay weekly, (8) timely pay waiting time penalties, (9) violation of Business and Professions Code, (10) timely pay wages during employment, (11) keep complete and accurate pay records, (12) Improper Use of Consumer Credit Report, (13) Violation of Business & Professions Code, (14) Violation of the Fair Credit Reporting Act (“FCRA”) for Failure to Make Proper Disclosures, (15) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization, (16) Violation of the Investigative Consumer Reporting Agencies Act (“ICRAA”) for Failure to Make Proper Disclosure and Obtain Proper Authorization, (17) Violation of the Consumer Credit Reporting Agencies Act (“CCRAA”) for Failure to Make Proper Disclosure, (18) improper use of consumer credit report in violation of labor code section § 1024.5, and (19) failure to provide suitable seating, as well as interest, fees, and costs.

Aggrieved Employees’ PAGA Release. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period against the Released Parties and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts alleged in Plaintiffs’ PAGA and Class Complaints (“Complaint”) and/or Notice to the California Labor Workforce Development Agency (the “PAGA Released Claims”). The PAGA Released Claims specifically include, but are not limited

to claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA Penalties, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including failure to: (1) pay minimum wages (including minimum wages), (2) pay overtime, (3) provide meal periods, (4) provide rest breaks, (5) reimburse for business expenses, (6) provide accurate wage statements, (7) pay weekly, (8) timely pay waiting time penalties, (9) timely pay wages during employment, (10) keep complete and accurate pay records, (11) Improper Use of Consumer Credit Report, (12) Violation of Business & Professions Code, (13) Violation of the Fair Credit Reporting Act ("FCRA") for Failure to Make Proper Disclosures, (14) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization, (15) Violation of the Investigative Consumer Reporting Agencies Act ("ICRAA") for Failure to Make Proper Disclosure and Obtain Proper Authorization, (16) Violation of the Consumer Credit Reporting Agencies Act ("CCRAA") for Failure to Make Proper Disclosure, (17) improper use of consumer credit report in violation of labor code section § 1024.5 (18) failure to provide suitable seating, and (19) any other Civil Penalties Pursuant to PAGA as described in Plaintiffs' letters to the LWDA, dated April 13, 2021, September 9, 2021, October 5, 2021, and December 20, 2022, as well as interest, fees, and costs.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$75,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel.

The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is also an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as the *Brosnan Wage and Hour Cases*, case number JCCP No. 5234, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 business days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] (url) or the Court's website (<https://cap.sb-court.org/search>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish

to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. You may object by submitting a written objection to the Administrator or by presenting your objection(s) orally in court. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as the *Brosnan Wage and Hour Cases*, case number JCCP No. 5234, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at (time) [REDACTED] in Department S33 of the San Bernardino County Superior Court, located at 247 W 3rd St, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via court call, (www.courtcall.com). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. JCCP No. 5234. You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernardino Civil Courthouse by calling (909) 708-8678.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
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ava@jameshawkinsaplc.com

Settlement Administrator:
Name of Company: ILYM Group, Inc.
Email Address:
Mailing Address:

Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf) for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 1

BROSNAN WAGE AND HOUR CASES
San Bernardino County Superior Court
Case No. JCCP5234

OPT-OUT FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
***** CA *****
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR PAYMENT FROM THE SETTLEMENT.

I, _____, request to be excluded from the Settlement Class in the *Brosnan Wage and Hour Cases*, San Bernardino County Superior Court, Case No. JCCP5234. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for the Individual Class Payment from the settlement. However, if I am an Aggrieved Employee, then I understand that I will still receive the Individual PAGA Payment.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT (AND NOT RECEIVE A PAYMENT), YOU MUST MAIL THIS OPT-OUT FORM BY **[DATE]** TO THE FOLLOWING ADDRESS:

c/o [Administrator]
P.O. Box *****
***** CA *****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]