

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses the action *Brian Pullen v. Corvus Insurance Holdings, Inc. et al.*, Alameda County Superior Court Case No. 21CV000413.

This Agreement is entered into between Plaintiff BRIAN PULLEN (“Plaintiff”), individually and on behalf of all others similarly situated, as well as on behalf of the State of California in his capacity as private attorney general, on one hand, and Defendant CORVUS INSURANCE HOLDINGS, INC. (“Corvus” or “Defendant”), on the other hand (together with Plaintiff, the “Parties”).

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. Plaintiff and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

I. DEFINITIONS

1. Action

“Action” or “Lawsuit” means the civil action filed by Plaintiff entitled *Brian Pullen v. Corvus Insurance Holdings, Inc.*, Alameda County Superior Court Case No. 21CV000413.

2. Class Counsel

“Class Counsel” means James F. Clapp and Marita Murphy Lauinger of the law firm Clapp & Lauinger LLP, who, subject to Court approval, shall act as counsel for the Settlement Class and Plaintiff in his representative capacity on behalf of the State of California.

3. Attorneys’ Fees and Costs

“Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this Lawsuit.

4. Class Information

“Class Information” or “Class Data” means information regarding Settlement Class Members compiled from Corvus’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Settlement Class Member’s full name; last known address; Social Security number; dates of employment; and additional information sufficient for

the Settlement Administrator to determine the Eligible Workweeks and Eligible Pay Periods for each Class Member and each PAGA Member.

5. Class Members or Settlement Class Members

“Class Members” or “Settlement Class Members” means all individuals who are or were employed by Defendant Corvus Insurance Holdings, Inc. in California and who worked remotely at any time during the Class Settlement Period.

6. Class Settlement Period

“Class Settlement Period” means the period from October 15, 2017, through December 31, 2022.

7. Class Representative

“Class Representative” means Plaintiff Brian Pullen.

8. Class Representative Enhancement Award

“Class Representative Enhancement Award” means the amount that the Court approves to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a general release with Defendant.

9. Class Representative’s Released Claims

“Class Representative’s Released Claims” means all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representative’s relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representative further covenants that he will not become a member of any other legal actions against the Released Parties asserting any of Class Representative’s Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

10. Complaint

“Complaint” means the First Amended Complaint filed in Alameda County Superior Court, Case No. 21CV000413.

11. Court

“Court” means the Superior Court of California for the County of Alameda.

12. Defendant

“Defendant” means Defendant Corvus Insurance Holdings, Inc.

13. Effective Date

“Effective Date” means the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date the Court enters judgment granting Final Approval; or (ii) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date the Court enters judgment granting Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement, with the final approval unaffected.

14. Eligible Workweek

“Eligible Workweek” means any workweek in which a Class Member worked for any amount of time for Corvus during the Class Settlement Period according to Defendant’s records.

15. Eligible Pay Periods

“Eligible Pay Period” means any pay period in which a PAGA Member worked for any amount of time for Corvus during the PAGA Settlement Period according to Defendant’s records.

16. Final Approval Hearing

“Final Approval Hearing” means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

17. Final Judgment

“Final Judgment” means a judgment entered by the Court approving this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,

and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.

18. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, namely \$4,937.50 as consideration for Settlement of claims for civil penalties under PAGA.

19. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

20. LWDA

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

21. LWDA PAGA Payment

“LWDA PAGA Payment” means the payment to be made to the LWDA as its 75% share of the PAGA Payment, namely \$14,812.50, as consideration for Settlement of claims for civil penalties under PAGA.

22. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less Court-approved Attorneys’ Fees and Costs, Class Representative Enhancement Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

23. Notice of Class Action Settlement

“Notice of Class Action Settlement” means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit 1** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

24. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

25. PAGA Members

“PAGA Members” means all individuals who are or previously were employed by Defendant Corvus Insurance Holdings, Inc. in California at any time during the PAGA Settlement Period.

26. PAGA Notice Letter

“PAGA Notice Letter” refers to the October 4, 2021 PAGA Notice Letter filed by Plaintiff with the LWDA.

27. PAGA Payment

“PAGA Payment” means a gross payment in the aggregate of \$19,750.00 that is comprised of the PAGA Payment to the LWDA and all of the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Settlement Agreement.

28. PAGA Settlement Period

“PAGA Settlement Period” means the period from October 4, 2020, through the December 31, 2022.

29. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

30. Parties

“Parties” means Plaintiff and Defendant, collectively.

31. Plaintiff

“Plaintiff” means Plaintiff Brian Pullen.

32. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

33. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund”

within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendant shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

34. Released Class Claims

“Released Class Claims” shall mean any and all claims and/or causes of action under any state, local or federal law or administrative order by Settlement Class Members against Released Parties that were or could have been pled based on the allegations of the original and amended Complaints and the PAGA Notice Letter, including but not limited to, any claim for: (1) unreimbursed business expenses; (2) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.* based on any of the facts and violations alleged in the Action and the PAGA Notice Letter; and (3) any claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged in the Action and the PAGA Notice Letter. The period of the Released Class Claims will be the Class Settlement Period.

35. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of action for PAGA civil penalties against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Action as well as in the PAGA Notice Letter for violations of Labor Code section 2802, and section 9(B) of Wage Order 4-2001, as well as any and all claims for attorneys’ fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include all claims for unreimbursed business expenses alleged in the Action and in the PAGA Notice Letter. The period of the Released PAGA Claims will be the PAGA Settlement Period.

36. Released Parties

“Released Parties” means Defendant and any of their former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees.

37. Request for Exclusion

“Request for Exclusion” means a letter setting forth a Class Member’s name, present address, and a statement electing to be excluded from the class Settlement. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class Action Settlement.

38. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement.

39. Settlement

“Settlement” or “Settlement Agreement” means this Class and Representative Settlement Agreement and Release.

40. Settlement Administrator

“Settlement Administrator” means ILYM Group, Inc., the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

41. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

42. Total Settlement Amount

“Total Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of \$100,000.00 and includes, without limitation: the Individual Settlement Payments to Participating Class Members; payment of Settlement Administration Costs as approved by the Court; any Class Representative Enhancement Award to Plaintiff as approved by the Court; a payment to Class Counsel of attorneys’ fees and costs, subject to Court approval; and the PAGA Payment. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Stipulation.

II. RECITALS

1. Procedural History.

On October 15, 2021, Plaintiff filed a class action in Alameda County Superior Court against Corvus, asserting claims for failure to reimburse necessary business expenses pursuant to California Labor Code section 2802, and a derivative claim for alleged violation of the Unfair competition Law, California Business and Profession Code section 17200 *et seq.* On December 9, 2021, Plaintiff filed a First Amended Complaint to add a claim for civil penalties under PAGA.

The Parties engaged in formal discovery with both sides serving and responding to extensive written discovery and producing documents. Defendant Corvus produced nearly 200 pages of documents, and responded to two sets of special interrogatories. Plaintiff produced documents and responded to form interrogatories, special interrogatories, and requests for admissions.

Before settlement negotiations, Defendant Corvus produced documentation as to the number of putative class members and PAGA group members, as well as aggregate workweek and pay period information. Defendant provided discovery responses sufficient to enable Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Thereafter, through their respective counsel, the Parties commenced direct settlement negotiations. Counsel for Plaintiff and counsel for Defendant each have extensive experience litigating and settling dozens of class actions. In light of their experience, and because the Parties anticipated that the size of the class and case was relatively small, counsel decided it would make most sense to try to resolve the case through direct negotiations in order to avoid expending resources (time and money) engaging a private mediator. Thus, direct and vigorous settlement negotiations proceeded over the following several months, and resulted in this class and PAGA Settlement.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant Corvus as to the merits or lack thereof of the claims asserted in the Action. Defendant contends, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members' employment. Nevertheless, Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of Defendant, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral

estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Lawsuit, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

2. Benefits of Settlement to Class and PAGA Members.

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes through trial and through any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel have considered Defendant's agreement to enter into a settlement that confers substantial relief upon the Settlement Class Members and PAGA Members. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Members in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, numerous potential appellate issues, and other risks inherent in litigation.

3. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action. Defendant contends that it has complied with all applicable state, federal, and local laws.

4. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Defendant has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Settlement Class Members and PAGA Members have claimed and continue to

claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

Upon the Effective Date, Plaintiff and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. Release as To State of California and LWDA.

Upon the Effective Date, as a representative of the State of California and on behalf of the LWDA, the Plaintiff fully and finally releases the Released Parties from the PAGA Released Claims for the PAGA Settlement Period. This release will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment. Each Class Member who submits a valid and timely Request for Exclusion, seeking exclusion from the Settlement as provided for in this Agreement, shall not affect the settlement and release of the Released PAGA Claims as to the Released Parties, and PAGA Members will be precluded from acting as an agent and proxy of the State of California and LWDA to bring or otherwise pursue Released PAGA Claims against any of the Released Parties.

3. Release of Claims by Plaintiff

As of the Effective Date, Plaintiff releases the Released Parties from all the Class Representative's Released Claims and his individual PAGA claims. Plaintiff's release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believe to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected

or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Corvus.

4. Preliminary Approval of Settlement.

Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying the Settlement Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiff shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the preliminary approval of the Settlement, and the entry of a Preliminary Approval Order: (a) conditionally certifying the Settlement Class for settlement purposes only; (b) preliminarily approving the proposed Settlement; and (c) setting a date for Final Approval. Class Counsel agrees to provide Counsel for Defendant a draft of the memorandum of points and authorities in support of preliminary approval three business days before filing and will consider comments made by Counsel for Defendant if such comments are made at least a full business day before Class Counsel intends to file the motion. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

Concurrently with the filing of the Motion for Preliminary Approval, Plaintiff will, pursuant to California Labor Code § 2699(I), provide notice of the proposed Settlement to the LWDA. The Parties intend and believe that the notice pursuant to the procedures described in this section complies with the requirements of the PAGA.

5. Settlement Administrator.

Within twenty-one (21) days of the Court granting Preliminary Approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Settlement Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will only be used to administer the Settlement under the terms provided herein.

a. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within thirty (30) days of preliminary approval of this Settlement, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Settlement Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement

Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Settlement Class Members and PAGA Members who disagree with the number of Eligible Workweeks or Eligible Pay Periods stated on their Notice of Class Action Settlement may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Member's and PAGA Member's eligibility for, and the amounts of, Individual Settlement Payment and Individual PAGA Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address and telephone number of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing

envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the class settlement. However, any Request for Exclusion has no effect to the PAGA portion of this Settlement; PAGA Members cannot request exclusion from the PAGA Settlement and will receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Settlement Class who have timely submitted a Request for Exclusion.

f. Objections.

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to object to the Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the objecting Settlement Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Period Deadline. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

6. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or Requests for Exclusion, or to appeal from the Court’s Final Judgment.

7. Funding of the Qualified Settlement Fund.

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendant’s Counsel electronic wiring instructions for paying the Total Settlement

Amount (\$100,000.00) into the QSF. No later than fourteen (14) days after the Effective Date, Defendant shall fund the QSF.

8. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Attorneys' Fees and Costs, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Amount is \$31,500. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$100,000.00
Requested Class Rep. Award:	\$2,500.00
Requested Class Counsel Fees:	\$41,500.00
Requested Class Counsel Costs:	\$2,750.00
PAGA Payment to LWDA:	\$14,812.50
PAGA Payment to PAGA Members	\$4,937.50
Settlement Administrator Costs:	\$4,550.00
Net Settlement Amount	\$28,950.00

This is a non-reversionary Settlement in which Defendant will pay the entire Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendant. Any award of less than the amounts requested for class representative enhancement, administrative costs, litigation costs, or attorneys' fees will be returned to the Net Settlement Amount and distributed to the Participating Settlement Class Members.

9. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) First, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Settlement Period; this sum shall be known as the workweek total; (ii) Second, the Settlement Administrator will divide the Net Settlement Amount by the workweek total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) Third, the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Settlement Period by the Workweek Value to determine that Participating Class Member's Individual Settlement Payment.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) days after Defendant fully funds the settlement.

10. PAGA Payments.

A total amount of \$19,750.00 from the Total Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount

will be the LWDA PAGA Payment to paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) days after Defendant fully funds the settlement.

The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Eligible Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) days after Defendant fully funds the settlement.

11. Class Representative Enhancement Award.

Plaintiff will make an application to the Court for a Class Representative Enhancement Award of up to \$2,500.00. The Class Representative Enhancement Award shall be paid to Plaintiff from the Total Settlement Amount no later than fifteen (15) days after Defendant fully funds the Settlement. The Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Participating Class Member and Individual PAGA Payment as a PAGA Member. Any amount requested by Plaintiff for the Class Representative Enhancement Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Total Settlement Amount on that basis.

12. Attorneys' Fees and Costs

Class Counsel will file a motion for attorneys' fees in the amount of up to forty-one and one half percent (41.5%) of the Total Settlement Amount, not to exceed \$41,500, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$2,750, to be paid from the Total Settlement Amount. Class Counsel shall be paid the Attorneys' Fees and Costs no later than seven (7) days after Defendant fully funds the settlement. Any amount requested by Class Counsel for the Attorneys' Fees and Costs and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Attorneys' Fees

and Costs, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Total Settlement Amount on that basis.

13. Tax Treatment.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual Settlement Payments shall be allocated as follows: 80% expenses and 20% penalties and interest. The Settlement Administrator shall be responsible for issuing to Participating Settlement Class Members an IRS Form 1099. All Individual PAGA Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments under this Agreement. Plaintiff, any Participating Class Member and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendant makes no representation, and it is understood and agreed that Defendant have made no representation, as to the taxability to any Participating Settlement Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Enhancement Award to the Class Representative. The Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendant, the Class Representative, and Class Counsel agree that each Class and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

14. Circular 230 Disclaimer.

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

acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

15. Unclaimed Settlement Payment(s).

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks shall be deposited to the State Bar of California Justice Gap Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her Individual Settlement Payment or Individual PAGA Payment check. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payments, and Defendant will not be required to pay any interest on said amount.

16. Settlement Administrator Costs.

The Settlement Administrator has provided a settlement administration quote for \$4,550. Upon filing the motion for Final Approval, Plaintiff will request the Court to award an amount equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than seven (7) days after Defendant fully funds the settlement.

17. Settlement Administrator Responsibilities.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member’s approximate Individual Settlement Payment and each PAGA Member’s Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members as directed by the Court; receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiff, Class Counsel, Participating Class Members, the LWDA and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members’ Individual Settlement Payments or PAGA Members’ Individual PAGA Payments; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund’s documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendant and its Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Settlement Agreement.

18. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Award; (iii) Individual Settlement Payments; (iv) PAGA Payment to the LWDA and PAGA Members and (v) Settlement Administrator Costs.

19. Final Approval Order.

Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiff shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representative Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendant a draft of the memorandum of points and authorities in support of final approval three business days before filing and will consider comments made by Counsel for Defendant if such comments are made at least a full business day before Class Counsel intends to file the motion. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order.

20. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

To the extent that more than three (3) Settlement Class Members submit valid Requests for Exclusion, Defendant Corvus has the option to nullify this Settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiff's counsel. If Corvus exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant Corvus.

21. Conditional Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class or representative treatment of any of the claims in this Action.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (ii) Defendant is liable to Plaintiff or any Settlement Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all purposes.

22. No Publicity

Prior to preliminary approval, the Parties agree not to disclose the terms of this settlement except in court papers filed to seek approval except for any disclosures agreed to by the Parties and as necessary to effectuate the Settlement. Before or after approval, Plaintiff and Plaintiff's Counsel shall not issue a press release or hold a press conference. Nothing herein restricts Plaintiff's counsel from fulfilling its duties to Class and PAGA Members. Plaintiff's counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a representative action basis, including for purposes detailing the experience of counsel. Plaintiff and Plaintiff's Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

23. No Effect on Employee Benefits.

Class Representative Enhancement Awards, Individual Settlement Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff, Settlement Class Members and PAGA Members. The Parties agree that any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiff, Settlement Class Members and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

24. No Admission by Defendant.

Defendant denies each and every one of Plaintiff's allegations in their entirety and denies that it has violated any law or violated any legal or equitable obligation to Plaintiff. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

25. Representation.

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

26. Exhibits and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

27. Interim Stay of Proceedings.

Upon full execution of this Agreement, if necessary, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

28. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

29. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

30. Authorization to Enter into Settlement Agreement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

31. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

32. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

33. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

34. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

35. Invalidity of Any Provision.

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

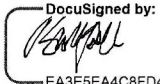
WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF BRIAN PULLEN

Dated: 3/30/2023

By: 
EA3E5FA4C8FD4E0
Plaintiff Brian Pullen

DEFENDANT CORVUS INSURANCE
HOLDINGS, INC.

Dated: _____

By: _____
[Name]
[Title]

APPROVED AS TO FORM

CLAPP & LAUINGER LLP

Dated: 03/30/2023 
Marita Murphy Lauinger
Counsel for Plaintiff

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: _____

Michael Westheimer
Counsel for Defendant Corvus Insurance Holdings, Inc.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF BRIAN PULLEN

Dated: _____

By: _____
Plaintiff Brian Pullen

DEFENDANT CORVUS INSURANCE
HOLDINGS, INC.

Dated: 4/15/2023

By:  _____
Kori Johanson, General Counsel
Corvus Insurance

APPROVED AS TO FORM

CLAPP & LAUINGER LLP

Dated: _____

Marita Murphy Lauinger
Counsel for Plaintiff

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: _____

Michael Westheimer
Counsel for Defendant Corvus Insurance Holdings, Inc.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF BRIAN PULLEN

Dated: _____

By: _____
Plaintiff Brian Pullen

DEFENDANT CORVUS INSURANCE
HOLDINGS, INC.

Dated: _____

By: _____
Kori Johanson, General Counsel
Corvus Insurance

APPROVED AS TO FORM

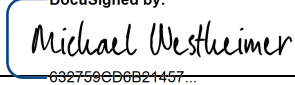
CLAPP & LAUINGER LLP

Dated: _____

Marita Murphy Lauinger
Counsel for Plaintiff

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: 4/17/2023

DocuSigned by:


6327596D6B21457...
Michael Westheimer
Counsel for Defendant Corvus Insurance Holdings, Inc.

EXHIBIT 1

Superior Court of California, County of Alameda
Brian Pullen et al. v. Corvus Insurance Holdings, Inc. et al., Case No. 21CV000413

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: All individuals who are or were employed by Corvus Insurance Holdings, Inc. ("Corvus") in the state of California and who worked remotely at any time from October 15, 2017, through December 31, 2022 (the "Settlement Class" or "Settlement Class Members"); and

All individuals who are or were employed by Corvus in the state of California and who worked remotely at any time from October 4, 2020, through December 31, 2022 (the "PAGA Members").

A putative class action and representative action under the California Private Attorneys General Act of 2004 ("PAGA"), which was brought on behalf of the Settlement Class and PAGA Members and against Defendant Corvus Insurance Holdings, Inc. has been settled for \$100,000.00. As explained in this Notice, if the Settlement is approved you may receive payment under this Settlement. You are receiving this Notice because based on Corvus's records, you are a Settlement Class Member and/or a PAGA Member.

Settlement Class Members and/or PAGA Members do not need to submit a claim to be eligible for payment.

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to participate and receive your share of the money from the class and PAGA settlement, you do not need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the class portion of the settlement and money is later awarded, you will not receive any share from the class settlement. But, you keep any rights as an individual to sue Defendants separately about the same legal claims that are being settled. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement and be bound by it.
OBJECT	If you think the Settlement is not fair, you can Object by sending your written objection to the Settlement Administrator and, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is [45 calendar days from date of mailing].

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **CORVUS SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO REMAINS IN THE CLASS AND RECEIVES A SETTLEMENT PAYMENT.**

INFORMATION ABOUT THE SETTLEMENT

1. **Why am I receiving this notice?**

The Superior Court of the State of California, County of Alameda has approved this notice because you have a right to know about a proposed Settlement of a class and representative PAGA lawsuit called *Brian Pullen v. Corvus Insurance Holdings, Inc.*, Alameda County Superior Court Case No. 21CV000413 (referred to as the “lawsuit”). This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

2. **What is the lawsuit about?**

On October 15, 2021, Plaintiff Pullen (“Plaintiff”) filed the lawsuit against Corvus Insurance Holdings, Inc. (“Corvus”) alleging violations under the California Labor Code for unreimbursed necessary business expenses, and for unfair competition under the California Business & Professions Code section 17200 and PAGA penalties, based those alleged violations.

Corvus denies all of the claims in the Lawsuit. However, Corvus has agreed to settle the Lawsuit to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Corvus or an indication that any law was violated. This is a no-fault settlement to avoid the cost of further litigation, including trial.

3. **Who are the Attorneys Representing the Plaintiff and the Class?**

The attorneys representing the Class are CLAPP & LAUINGER LLP, James F. Clapp and Marita Murphy Lauinger, 701 Palomar Airport Road, Suite 300, Carlsbad, CA, 92011, (760) 209-6565 ext. 104. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

4. **What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$100,000.00 to fully and finally resolve all claims in the Lawsuit (referred to as the “Total Settlement Amount”). Class Counsel will apply to the Court for attorneys’ fees of up to \$41,500.00 (41.5% of the Total Settlement Amount); litigation costs estimated at \$2,750; a “Class Representative Enhancement Payment” of up to \$2,500 for Plaintiff Brian Pullen for his work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and a general release of all claims; settlement administration expenses to ILYM, estimated at \$4,550; and a “PAGA Payment” to the California Labor Workforce and Development Agency (“LWDA”) and PAGA Members in settlement of claims for penalties under PAGA. The exact amount of the attorneys’ fees, litigation costs, Class Representative service payments, and settlement administration expenses will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount (“NSA”), is estimated to be \$28,950. The NSA will be apportioned and paid out entirely, automatically, to all

“Participating Class Members,” who are the Settlement Class Members who do not ask to be excluded from the class action settlement, as “Individual Settlement Payments.”

No portion of the Total Settlement Amount will revert to Defendant under any circumstances.

5. How will the Individual Settlement Payments be calculated and how much will my award be?

Participating Class Members will receive a pro-rata share of the NSA based on the number of weeks they worked for Corvus during the time period of October 15, 2017, to December 31, 2022 (the “Class Settlement Period”), based upon Corvus’s records. The NSA will be entirely distributed to the Participating Class Members.

Based on Corvus’s records, you worked [redacted] work weeks during the Class Settlement Period and your estimated Individual Settlement Payment is \$ [redacted], before applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated.

6. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$20,000.00 of the Total Settlement Amount as penalties recoverable under PAGA. 75% of this amount, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency, as required by law. The remaining 25% of this amount, or \$5,000.00, will be distributed to the PAGA Members.

You are a PAGA Member if you worked for Corvus during the period October 4, 2020, through [redacted] (the “PAGA Settlement Period”). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked during the PAGA Settlement Period. Based on Corvus’s records, your total pay periods during the PAGA Settlement Period is [redacted]. Based on that, your anticipated approximate Individual PAGA Payment is \$ [redacted]. If you wish to dispute your number of pay periods during the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Corvus for a different number of pay periods during the PAGA Settlement Period.

7. What if I disagree with the number of Weeks or Pay Periods I worked?

The number of weeks or pay periods you worked is based upon Corvus’s records. If you wish to dispute your number of weeks or pay periods you worked during the Class Settlement Period or the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Corvus for a different number of weeks or pay periods.

8. How will the Settlement Payment be distributed?

If the Settlement is approved, your Settlement Payment will automatically be mailed to the address on file with the Settlement Administrator approximately 21 days after the Court grants final approval of the Settlement. ***It is your responsibility update your address with the Settlement Administrator if you move.***

12. What am I giving up to get a Settlement Payment?

Participating Class Members will be giving up or “releasing” the claims described below:

Release of Class Claims:

“Released Class Claims” are any and all claims and/or causes of action under any state, local or federal law or administrative order by Settlement Class Members against Released Parties that were or could have been pled based on the allegations of the original and amended Complaints and the PAGA Notice Letter, including but not limited to, any claim for: (1) unreimbursed business expenses; (2) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.* based on any of the facts and violations alleged in the Action and the PAGA Notice Letter; and (3) any claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged in the Action and the PAGA Notice Letter. The period of the Released Class Claims will be the Class Settlement Period.

PAGA Members and the State of California will be giving up or “releasing” claims for civil penalties under PAGA:

Release of PAGA Claims:

“Released PAGA Claims” are all claims and causes of action for PAGA civil penalties against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Action as well as in the PAGA Notice Letter for violations of Labor Code section 2802, and section 9(B) of Wage Order 4-2001, as well as any and all claims for attorneys’ fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include all claims for unreimbursed business expenses alleged in the Action and in the PAGA Notice Letter. The period of the Released PAGA Claims will be the PAGA Settlement Period.

13. Can I exclude myself from the class settlement?

If you do not want to participate in the class settlement, you may exclude yourself (or “opt out”) from the class settlement. However, you cannot opt out of the PAGA portion of the Settlement. To exclude yourself from the class settlement you must provide a signed and dated letter to the Administrator requesting to be excluded from the Class. The letter must state in substance:

“I have read and understand the Notice of Settlement of Class and Representative Action and I wish to exclude myself from the Settlement described in the Notice.”

Your letter requesting to exclude yourself must include the case name, *Pullen et al. v. Corvus Insurance Holdings, Inc. et al.*, Case No. 21CV000413, your full name, current address and telephone number. It must be addressed to the Administrator at [address], postmarked on or before [redacted], 2023. [45 days from mailing of Notice] Requests for exclusion postmarked after this date may be disregarded.

If you exclude yourself from the class settlement, you will not receive an Individual Settlement Payment or able to object to the Settlement. The Individual Settlement Payment you would have been entitled to receive will be redistributed to the Participating Class Members. It will not be returned to Corvus. If you are a PAGA Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the Class settlement.

However, if you exclude yourself from the class settlement you will retain your right to sue Corvus individually. ***If you have a separate arbitration or lawsuit already pending against Corvus, you should speak to your lawyer in that case immediately.***

16. How can I Object to the Settlement?

If you don't think the Settlement is fair, and you do not request to be excluded from the class settlement, you can object to the Settlement before the Court decides whether to grant final approval of the Settlement.

To object to the Settlement, you must send a timely written to the Administrator at [address] on or before _____, 2022. [45 days from mailing of Notice Packet]. Your objection must state that you object to the proposed Settlement of this case entitled *Pullen et al. v. Corvus Insurance Holdings, Inc. et al.*, Case No. 21CV000413. Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. Objections to the Settlement that are mailed after this date may be disregarded. If you intend to appear at the Final Approval Hearing, you should include a notice of intent to appear that describes any arguments you intend to make.

17. When is the Final Approval Hearing?

The Court will hold a Final Approval hearing in Department 21 of the Superior Court of California, County of Alameda located at 1221 Oak Street, Oakland, California 94612 on _____, 2023, at _____ a.m./p.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Enhancement Award, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members.

Class Counsel will appear on behalf of the Settlement class and answer any questions the Judge may have. Class members who have submitted a timely objection to the Settlement may, but are not required, to appear in Court. You may retain your own lawyer at your own expense.

20. Who may I contact if I have questions about the settlement?

This Notice is only a summary of the Lawsuit and proposed Settlement. For more information, the pleadings and other records in this litigation may be examined online on the AlamedaCounty Superior Court's website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the 'Search ' tab at the top of the page, then select the Document Downloads link, enter the case number and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may contact the Settlement Administrator by calling toll free 1-_____, or you can write to Settlement Administrator, at _____ [insert address].

You may also contact Class Counsel if you need more information or have questions at Clapp & Lauinger LLP, Marita M. Lauinger, 701 Palomar Airport Road, Carlsbad, California 92011, (760) 209-6565 ext. 104.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent if the Settlement is approved. If the address on file is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail or by calling the Settlement Administrator at 800- [REDACTED].

B. **Settlement Payment checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State Bar of California Justice Gap Fund. If your Settlement Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

C. **Tax Treatment.** Individual Settlement Payments will be allocated 20% to expenses and 80% to penalties and interest, for which an IRS 1099 form will be issued as required. 100% of the PAGA Payment will be treated as penalties and interest. You will be responsible for the tax consequences of the payment(s) you receive, for filing your own returns, reporting all income received to state and federal taxing authorities, and for payment of any taxes due. You should consult with a tax advisor concerning the tax consequences of any payment you receive under the Settlement.