

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiffs Elizabeth Alberta Price and Darin Miller (collectively, “Plaintiffs”) and Defendants MP NexLevel, LLC, MP Technologies, LLC, and MP NexLevel of California, Inc. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants, including Plaintiff Miller’s class action complaint filed in the Superior Court of the State of California, County of Sacramento on August 2, 2022 captioned *Darin Miller v. MP NexLevel, LLC, et al.*, Case No. 34-2022-00324598 (“Miller Class Action”) and Plaintiff’s Miller PAGA complaint filed in the Superior Court of the State of California, County of Sacramento on August 5, 2022 captioned *Darin Miller v. MP NexLevel, LLC, et al.*, Case No. 34-2022-00324823 (“Miller PAGA Action”), as well as Plaintiff Price’s complaint filed in the Superior Court of the State of California, County of San Mateo on March 17, 2022 captioned *Price v. MP Nexlevel of California, Inc., et al.*, Case no. 22CIV01186 (“Price Action”).
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” or “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administration of the Settlement 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” means all persons currently or formerly employed by MP Nexlevel of California, Inc. as a non-exempt employee in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all persons currently or formerly employed by MP Nexlevel of California, Inc. as a non-exempt employee in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Kashif Haque, Samuel Wong, Jessica L. Campbell and Kristy R. Connolly of Aegis Law Firm, PC and Arby Aiwazian, Elizabeth Parker-Fawley, and Ryan Slinger of Lawyers *for* Justice, PC.
- 1.7. “Class Counsel Fees Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.

- 1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual costs and expenses incurred to prosecute the Action.
- 1.9. “Class Data” means a list of Class Member identifying information in Defendants’ possession, which Defendants shall diligently and in good faith compile from their records including the Class Member’s full name, last-known mailing address, Social Security number, dates of employment and/or number of Workweeks and Pay Periods.
- 1.10. “Class Member” or “Class Members” 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).
- 1.11. “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.
- 1.12. “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.
- 1.13. “Class Period” means the period from August 2, 2018, through May 15, 2024, subject to Defendants’ election in Section 9.
- 1.14. “Class Representatives” means Plaintiffs Elizabeth Alberta Price and Darin Miller.
- 1.15. “Class Representative Service Payment” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.16. “Class Settlement” or “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.17. “Court” means the Superior Court of California, County of Sacramento.
- 1.18. “Defendants” means MP NexLevel, LLC, MP Technologies, LLC, and MP NexLevel of California, Inc.
- 1.19. “Defense Counsel” means Alis M. Moon and Joseph F. Desiderio of Jackson Lewis P.C.

- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval Order; and (b) the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Class 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.
- 1.21. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing at which the Court will determine whether the Settlement is fair, reasonable, and adequate and should be granted Final Approval.
- 1.23. “Gross Settlement Amount” means \$1,085,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Section 9 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 Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.
- 1.24. “Individual Class Payment” or “Individual Class Payments” means a Class Member’s *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” or “Individual PAGA Payments” means an Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties that an Aggrieved Employee is eligible to receive for the Released PAGA Claims, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26. “Individual Settlement Payment” means the net payment of each Participating Class Member’s share of the Net Settlement Amount, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.30. “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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is the portion of the Gross Settlement Amount to be paid to Participating Class Members as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Objection” means a Participating Class Member’s submission of a written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline.
- 1.33. “Operative Complaint” means the Stipulated First Amended Complaint that Plaintiffs will file in the Miller Class Action to consolidate the *Miller* Class Action, *Miller* PAGA Action, and the *Price* Action, and add the following allegations and claims raised by Plaintiffs: (1) Defendants’ alleged on-premises rest period policy; (2) failure to properly pay the regular rate of pay; and (3) failure to properly list the total hours worked on itemized wage statements.
- 1.34. “PAGA Period” means the period from March 17, 2021 through May 15, 2024, subject to Defendants’ election in Section 9.
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.36. “PAGA Notices” means Plaintiff Price’s March 17, 2022 letter to Defendants and the LWDA and Plaintiff Miller’s May 12, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and any amendments thereto under this Agreement.
- 1.37. “PAGA Penalties” means the total amount of \$100,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to the LWDA (\$75,000) in settlement of PAGA claims.

- 1.38. “Participating Class Member” or “Participating Class Members” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.39. “Pay Period” or “Pay Periods” means any pay period during which an Aggrieved Employee worked for Defendant MPNexlevel of California, Inc. for at least one day during the PAGA Period.
- 1.40. “Plaintiffs” mean Elizabeth Alberta Price and Darin Miller.
- 1.41. “Preliminary Approval” means the entry of the Court’s Preliminary Approval Order.
- 1.42. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.43. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.44. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.45. “Released Parties” means MP Nexlevel of California, Inc., MP Nexlevel, LLC, and MP Technologies, LLC and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants for any of the Released Class Claims and Released PAGA Claims.
- 1.46. “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, which must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline.
- 1.47. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion, (b) email or mail Objections, or (c) email or mail challenges to Workweeks and/or Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator on or before the Response Deadline, shall have an additional 14

calendar days beyond the Response Deadline.

- 1.48. “Workweek” or “Workweeks” means any week during which a Class Member worked for Defendant MPNexlevel of California, Inc. for at least one day during the Class Period.

2. RECITALS.

- 2.1. On March 17, 2021, Plaintiff Price filed a Class Action Complaint for Damages (“*Price Action*”) alleging causes of action against Defendants MP Nexlevel, LLC and MP NexLevel of California, Inc. for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized wage statements; failure to pay all wages due upon separation of employment; and violation of Business and Professions Code §§ 17200, et seq.
- 2.2. On May 25, 2022, Plaintiff Price filed a First Amended Complaint in the *Price Action* alleging an additional cause of action against Defendants MP Nexlevel, LLC and MP NexLevel of California, Inc. for Enforcement of Labor Code § 2698 et seq.
- 2.3. On July 7, 2022, after dismissing her individual and class claims, Plaintiff Price filed a Second Amended Complaint in the *Price Action* which contains a single cause of action for PAGA.
- 2.4. On August 2, 2022, Plaintiff Miller filed a Class Action Complaint for Damages (“*Miller Class Action*”) alleging causes of action against Defendants MP Nexlevel, LLC, MP Technologies, LLC and MP NexLevel of California, Inc. for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized wage statements; failure to pay all wages during employment; failure to pay all wages due upon separation of employment; failure to keep requisite payroll records; failure to reimburse business expenses; and violation of Business and Professions Code §§ 17200, et seq.
- 2.5. On August 5, 2022, Plaintiff Miller filed a separate Complaint against Defendants MP Nexlevel, LLC, MP Technologies, LLC and MP NexLevel of California, Inc. for Enforcement of Labor Code § 2698 et seq. (“*Miller PAGA Action*”).
- 2.6. Defendants deny the allegations in the *Price Action*, *Miller Class Action*, and *Miller PAGA Action*, deny any failure to comply with the laws identified in the *Price Action*, *Miller Class Action*, and *Miller PAGA Action* and deny any and all liability for the causes of action alleged in the *Price Action*, *Miller Class Action*, and *Miller PAGA Action*.
- 2.7. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

- 2.8. On January 31, 2024, the Parties participated in an all-day mediation presided over by Francis “Tripper” Ortman, Esq., which eventually led to this Agreement to settle the Action.
- 2.9. Prior to mediation, Plaintiffs obtained through informal discovery, relevant policy documents, personnel files, and employees’ timekeeping and payroll records. 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*”).
- 2.10. The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants agree to pay \$1,085,000 and no more as the Gross Settlement Amount 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 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. None of the Gross Settlement Amount will revert to Defendants.
- 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 Order:
- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500 for Plaintiff Elizabeth Alberta Price and \$15,000 for Plaintiff Darin Miller (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be

\$361,666.67 (if the Gross Settlement Amount remains \$1,085,000.00), which will compensate Class Counsel for all work performed and to be performed in the Action. In addition, a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, or alternatively by way of a separate motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (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. Defendants and the Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 holds 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 Administration Expenses Payment not to exceed \$9,250.00 except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things), translations of the Class Notice from English to Spanish, printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$9,250.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. Individual Class Payment Calculation: The Administrator will calculate each Individual Class Payment 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 individual number of Workweeks worked during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion" or "Wage Portions"). The Wage Portions are subject to reduction for the employee's share of taxes and withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated

to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Administrator will not undertake any reduction for taxes or withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS 1099 Forms. The Administrator will withhold (and remit to the appropriate taxing authorities) the Participating Class Members’ share of taxes and withholdings with respect to the Wage Portions of the Individual Class Payments, and issue checks to Participating Class Members for their Individual Settlement Payment (*i.e.*, payment of their Individual Class Payment net of these taxes and withholdings). Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Administrator shall also remit the employer taxes to the appropriate taxing authorities.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Settlement 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, of which 75% (\$75,000.00) shall be allocated to the LWDA PAGA Payment and 25% (\$25,000.00) shall be allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s individual number of Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount, and will allocate 75% of the approved PAGA Penalties to the LWDA and 25% of the approved PAGA Penalties to the Individual PAGA Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will be reported on IRS 1099 Forms (if applicable) by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are 338 Class Members who collectively worked a total of 29,862 Workweeks, and 338 Aggrieved Employees who worked a total of 19,632 PAGA Pay Periods.

- 4.2. Class Data. Not later than fifteen (15) days after Preliminary Approval, Defendants will simultaneously 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 it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount and payroll taxes, the Administrator will mail checks for all Individual Settlement 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 Payments shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to Aggrieved Employees 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 a 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 a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement 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.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address, if they are returned within sixty (60) of the initial mailing of the checks. Within seven (7) calendar 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 and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

4.4.3. For any leftover funds represented by cancelled Individual Settlement Payment and Individual PAGA Payment checks after the void date, the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. AMENDED LWDA PAGA LETTERS AND STIPULATED AMENDED COMPLAINT IN THE *MILLER* CLASS ACTION

5.1. Upon the full execution of this Agreement, Plaintiffs shall submit stipulated amended notices to the LWDA providing notice of additional facts, theories, and claims for which PAGA penalties could be assessed that were analyzed and negotiated, and upon which these matters were resolved. These notices shall include claims for: (1) Defendants' alleged on-premises rest period policy; (2) failure to properly pay the regular rate of pay; and (3) failure to properly list the total hours worked on itemized wage statements.

5.2. Upon full execution of this Agreement, Plaintiff shall also submit a stipulated First Amended Complaint in the *Miller* Class Action, adding the additional causes of action and PAGA claims set forth in the amended PAGA notices, consolidating the *Miller* PAGA Action and the *Price* Action into the *Miller* Class Action., and adding facts and/or claims for: (1) Defendants' alleged on-premises rest period policy; (2) failure to properly pay the regular rate of pay; and (3) failure to properly list the total hours worked on itemized wage statements. Within five (5) business days after Final Approval of this Settlement, Plaintiff Price shall dismiss the *Price* Action and Plaintiff Miller shall dismiss the *Miller* PAGA Action.

6. RELEASES OF CLAIMS.

6.1. Plaintiff Elizabeth Alberta Price's Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff Elizabeth Alberta Price and her 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 that occurred during the Class Period,

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; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Actions and released under 6.2, below; and (c) all claims arising out of or relating to her employment with Defendants ("Plaintiff Price's Release"). Plaintiff Price's 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. Plaintiff Price acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Plaintiff Price's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or her discovery of them.

6.1.1. Plaintiff Price's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff Price's Release, Plaintiff Elizabeth Alberta Price expressly waives 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

- 6.2. Plaintiff Darin Miller's Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff Darin Miller and his 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 that occurred during the Class Period, 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; (b) all Class and PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Actions and released under 6.3, below; and (c) all claims arising out of or relating to his employment with Defendants ("Plaintiff Miller's Release"). Plaintiff Miller's 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. Plaintiff Miller acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that Plaintiff Miller's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or his discovery of them. Additionally, concurrent with this Agreement, Plaintiff Miller and Defendants will execute a separate,

individual settlement agreement, which will include a general release with a California Civil Code § 1542 waiver.

6.3. Release by Participating Class Members:

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA notices, which arose at any time during the Settlement Class Period and PAGA Period, including, but not limited to: (1) unpaid overtime; (2) failure to provide compliant meal periods and/or unpaid meal premiums; (3) failure to provide compliant rest periods and/or unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair business practices; (12) failure to properly pay the regular rate of pay; and (13) claims for penalties under the Private Attorney General Act for alleged violations of California Labor Code sections 201-204, 210, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq. 2800, 2802, 2810.5, Business & Professions Code section 17200, *et seq.*, Code of Civil Procedure section 1021.5, or any applicable Wage Order. As a part of the release of Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

6.4. Release by Aggrieved Employees, including Non-Participating Class Members (if applicable):

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices which arose at any time during the Settlement Class Period and PAGA Period, including, but not limited to: (1) unpaid overtime; (2) failure to provide compliant meal periods and/or unpaid meal premiums; (3) failure to provide compliant rest periods and/or unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair business practices; (12) failure to properly

pay the regular rate of pay; and (13) claims for penalties under the Private Attorney General Act for alleged violations of California Labor Code sections 201-204, 210, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2800, 2802, 2810.5, Business & Professions Code section 17200, *et seq.*, Code of Civil Procedure section 1021.5, or any applicable Wage Order.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Motions for Preliminary Approvals.

- 7.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; 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.
- 7.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and 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.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator. As a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses. The Parties, Class Counsel, and Defense 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.
- 8.2. 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.
- 8.3. 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.

8.4. Notice to Class Members.

- 8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods, as reflected in the Class Data.
- 8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) 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 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.
- 8.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned, on or before the Response Deadline, 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.
- 8.4.4. The deadlines for Objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5. If the Administrator, Defendants, Class Counsel, and/or Defense Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a 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, Parties will submit a stipulation to the Court reflecting this agreement and, upon Court approval thereof, 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 fourteen (14) days after receipt of the Class Notice, or the

Response Deadline in the Class Notice, whichever is later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email, or mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

8.5.2. 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 from the Class Settlement. 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.

8.5.3. Every Class Member who does not submit a valid and timely 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 releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the Class Settlement. All Aggrieved Employees are bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they seek exclusion from the Class Settlement.

8.6. Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member in the Class Notice. The challenge must (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Members; (c) clearly state that the Class Member challenges the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attaches documentation demonstrating that the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the absence of any contrary

documentation, the Administrator is entitled to presume that the Workweeks and 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 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks and/or Pay Periods challenges to Defense Counsel and Class Counsel and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the Class Settlement.

8.7.2. Participating Class Members may send Objections to the Administrator, by email or mail, on or before the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was remailed). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8.7.3. Non-Participating Class Members have no right to object to the Class Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform all tasks required by this Agreement for administration of the notice and settlement payment distribution process.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website (or a portion of its existing website) to post copies of the Settlement Agreement (and any amendment(s) thereto), the Motion for Preliminary Approval (and any supplemental papers filed in support thereof), the Preliminary Approval Order (and any other orders reflecting the date, time, and location for the Final Approval Hearing), an example Class Notice, the Motion for Final Approval (and if applicable, any separate motion seeking Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments), the Final Approval Order, and the Judgment. The Administrator will also maintain an email address and a toll-free telephone number to receive Class Member calls.

8.8.2. Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain whether they are valid and timely. Not later than five (5) days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the full names and other identifying information of Class Members who have submitted invalid and/or untimely Requests for Exclusion; (c) copies of all Requests for Exclusion

submitted (whether valid or invalid).

- 8.8.3. 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 Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of whether the Requests for Exclusion are valid and timely and attach copies of all Requests for Exclusion and Objections received.
- 8.8.4. 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 to the number of Workweeks and/or Pay Periods allocated to them. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval, 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 it received (both valid or invalid), the number of Objections it received, 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.
- 8.8.6. Final Report by Settlement Administrator. Within ten (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 fifteen (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.
- 9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** If the number of Total Workweeks during the Class Period exceeds 29,862 by more than 10% (e.g., exceeds 32,848 Workweeks), then Defendant, at its sole discretion, will either (1) pay the *pro rata* percentage increase in excess of 10% to the Gross Settlement Amount to include the additional Workweeks (e.g., an 11% increase in Workweeks would result in a 1% increase in the Gross Settlement Amount); or (2) cap the Class Period to the date that 32,848

Workweeks are met, but not exceeded. Defendant must make this election no later than ten (10) business days after the Administrator has notified the Parties of the total Class Members, Aggrieved Employees, Workweeks, and Pay Periods, as reflected in the Class Data, per Section 8.4.1.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff 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 (5) 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 by Participating 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 of the Settlement. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration 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, 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 there is an appeal with respect to 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 Gross Settlement Amount or 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 by Participating 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 entry of a Final Approval Order and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, 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 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 or Final Approval or does not 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 the 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. 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 Final Approval Order or Judgment. Nothing in this Section 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, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit 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.

- 12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
- 12.5. 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 exchange of information, data and documents, executing documents, 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.
- 12.6. 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 Agreement.
- 12.7. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8. 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.
- 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10. 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.
- 12.11. 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.
- 12.12. 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.

- 12.13. 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.
- 12.14. 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.
- 12.15. 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: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Kristy R. Connolly
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

Lawyers for Justice, PC
Elizabeth Parker-Fawley
Ryan Slinger
410 West Arden Avenue, Suite 203
Glendale, CA 91203
elizabeth@calljustice.com
r.slinger@calljustice.com

To Defendant:

Alis Moon
Joseph Desiderio
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: 949.885.1368
alis.moon@jacksonlewis.com
Joseph.Desiderio@jacksonlewis.com

12.16. 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.

12.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendants:

IT IS SO AGREED.

Date: 12/09/2024

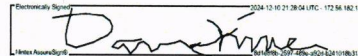
PLAINTIFF ELIZABETH PRICE


Elizabeth Price (Dec 9, 2024 11:41 PST)

Elizabeth Price

Date: 12/10/2024

PLAINTIFF DARIN MILLER


Electronically Signed 2024-12-10 21:28:04 UTC - 172.84.142.182
DocuSign Envelope ID: 24181818-1029-4524-8241-1010803121

Darin Miller

Date: 12-11-24

DEFENDANT MP NEXLEVEL, LLC, MP TECHNOLOGIES, LLC, AND MP NEXLEVEL OF CALIFORNIA, INC.

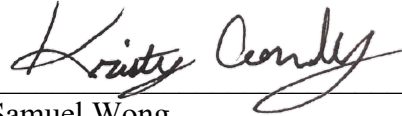


By: Robb C Prybyl President

APPROVED AS TO FORM AND CONTENT:

Date: 12/9/2024

AEGIS LAW FIRM, PC



Samuel Wong
Kashif Haque
Jessica Campbell
Kristy R. Connolly
Attorneys for Plaintiff Elizabeth Price

Date: 12/10/2024

LAWYERS FOR JUSTICE, PC



Arby Aiwanian
Elizabeth Parker-Fawley
Ryan Slinger
Attorneys for Plaintiff Darin Miller

Date: December 17, 2024

JACKSON LEWIS P.C.



Alis M. Moon
Attorneys for Defendants

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

Darin Miller v. MP NexLevel, LLC, et al., Case No. 34-2022-00324598

Darin Miller v. MP NexLevel, LLC, et al., Case No. 34-2022-00324823

Price v. MP Nexlevel of California, Inc., et al., Case No. 22CIV01186

*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 a class action lawsuit against MP NexLevel, LLC, MP Technologies, LLC, and MP NexLevel of California, Inc. (collectively, “Defendants”) for alleged wage and hour violations. Two former employees, Elizabeth Alberta Price and Darin Miller (collectively, “Plaintiffs”), filed actions against Defendants, seeking payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for MP NexLevel of California, Inc. during the Class Period (August 2, 2018 through May 15, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for MP NexLevel of California, Inc. during the PAGA Period (March 17, 2021 to May 15, 2024) (“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 _____ 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 Defendant MPNexlevel of California, Inc. 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 the 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 wage claims against Defendants during the Class Period, 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 Plaintiff reduces the overall amount paid to Participating Class Members.

Must be Submitted by _____	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 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s 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 ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendants. The Actions allege that Defendants violated 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 Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Kristy R. Connolly of Aegis Law Firm, PC and Arby Aiwarzian, Elizabeth Parker-Fawley and Ryan Slinger of Lawyers for Justice (“Class Counsel”). Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants are represented by Alis Moon and Joseph F. Desiderio of Jackson Lewis, P.C. (“Defense Counsel”).

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 Actions 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 Actions 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?

1. Defendants Will Pay \$1,085,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement 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 not more than 14 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.
2. 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, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$361,666.67 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.
 - B. Up to \$7,500 for Plaintiff Elizabeth Alberta Price and \$15,000 for Plaintiff Darin Miller as a Class Representative Award for filing the Actions, working with Class Counsel and representing the Class.
 - C. Up to \$9,250.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000 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.

3. Net Settlement 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") by making Individual Class Payments to Participating

Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to e.g., interest, etc. (“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 it owes 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.
5. 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. 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.
6. 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 Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. 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 Defendant.

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.

7. 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. The Parties 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.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. 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.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA notices, which arose at any time during the Settlement Class Period and PAGA Period, including, but not limited to: (1) unpaid overtime; (2) failure to provide compliant meal periods and/or unpaid meal premiums; (3) failure to provide compliant rest periods and/or unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair business practices; (12) failure to properly pay the regular rate of pay; and (13) claims for penalties under the Private Attorney General Act for alleged violations of California Labor Code sections 201-204, 210, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq. 2800, 2802, 2810.5, Business & Professions Code section 17200, et seq., Code of Civil Procedure section 1021.5, or any applicable Wage Order.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement (*i.e.*, Non-Participating Class Members), cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the facts alleged in the Actions and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class

Members are as follows:

All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices which arose at any time during the Settlement Class Period and PAGA Period, including, but not limited to: (1) unpaid overtime; (2) failure to provide compliant meal periods and/or unpaid meal premiums; (3) failure to provide compliant rest periods and/or unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair business practices; (12) failure to properly pay the regular rate of pay; and (13) claims for penalties under the Private Attorney General Act for alleged violations of California Labor Code sections 201-204, 210, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2800, 2802, 2810.5, Business & Professions Code section 17200, et seq., Code of Civil Procedure section 1021.5, or any applicable Wage Order.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 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.
3. 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 Pay Periods credited to you. The challenge must (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Members; (c) clearly state that the Class Member challenges the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attaches documentation demonstrating that the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise

challenge its final decision.

5. HOW WILL I GET PAID?

1. 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.
2. 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).

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 or email that: (a) contains the case name and number of the Action; (b) contains the Class Member's full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly states that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. 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 _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair. 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 _____ (url) _____ or the Court's website at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>. You must create an account to continue.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval 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. **The deadline for sending written objections to the Administrator is _____.** The written objection must: (a) contain the case name and number of the Action; (b) contain the

full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline.

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 _____ at (time) in Department 28 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, California 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement 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. 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 the Administrator 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 (specify entity)'s website at (url). You can also telephone or send an email to the Administrator using the contact information listed below.

You can also view the case records online at the court's website: <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>. You must create an account to continue. Then, click Case Number Search and input the Case Number _____ and click "search" to view the case record.

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

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Telephone: (949) 885-1368

Settlement Administrator:

Name of Company:
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 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.