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Services, Inc., and AmTrust North America, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JORGE ALEXANDRIA, an individual, on
behalf of the State of California, as a private
attorney general, and on behalf of All Aggrieved
Employees and all others similarly situated,

Plaintiff,

vs.

AMTRUST FINANCIAL SERVICES, INC., a
stock corporation; AMTRUST NORTH
AMERICA, INC., a stock corporation; and
DOES 1 to 10, inclusive,

Defendants.

Case No. 37-2022-00048165-CU-OE-CTL

**JOINT STIPULATION FOR CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: December 1, 2022
Trial Date: None Set

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Plaintiff Jorge Alexandria and Defendants AmTrust Financial Services, Inc., and AmTrust North America, Inc., agree to settle this class and representative action subject to the terms and conditions below.

DEFINITIONS

1. “Agreement” means this Joint Stipulation of Class and Representative Action Settlement.

2. “Action” means *Jorge Alexandria v. AmTrust Financial Services, Inc., et al.*, filed on December 1, 2022 in the San Diego County Superior Court, Case No. 37-2022-00048165-CU-OE-CTL.

3. “Aggrieved Employees” means all current and former employees who worked for Defendants in the State of California during the PAGA Period.

4. “Class Counsel” means Ackermann & Tilajef, P.C.

5. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund.

6. “Class Information” means information regarding the Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It will be formatted as a Microsoft Excel spreadsheet and will include: Class Members’ full name; last known address; last known home telephone number; Social Security Number; and total number of work months worked by each Class Member during the Class Period.

7. “Class Members” means all current and former employees who worked for Defendants in the State of California during the Class Period. Defendants estimate that there are 473 Class Members.

8. “Class Period” means the period from March 18, 2020 to March 7, 2022.

9. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff in recognition of his efforts and risks in assisting with the prosecution of the Action.

- 1 10. “Complaint” means the operative Complaint filed in the Action.
- 2 11. “Compensable Work Months” means the number of work months during which the
- 3 Class Members worked remotely for Defendants during the Class Period.
- 4 12. “Court” means the San Diego County Superior Court.
- 5 13. “Defendants” means AmTrust Financial Services, Inc., and AmTrust North America,
- 6 Inc.
- 7 14. “Defendants’ Counsel” means Ogletree, Deakins, Nash, Stewart and Smoak, P.C.
- 8 15. “Effective Date” means the date upon which the Court grants final approval of the
- 9 Settlement if (a) no Settlement Class Members file objections to the Settlement, or (b) any Settlement
- 10 Class Member files an objection but it is subsequently withdrawn. However, if an objection is filed
- 11 and an appeal or other appellate proceeding is initiated by an objector, the Effective Date will be 15
- 12 days after the date upon which the deadline to file a notice of appeal by an objector expires (if a
- 13 timely appeal or other appellate proceeding is not initiated by the objector); or if a timely appeal or
- 14 other appellate proceeding is initiated by an objector, the Effective Date will be the date of final
- 15 resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*),
- 16 resulting in final judicial approval of the Settlement.
- 17 16. “Gross Settlement Fund” means a maximum payment amount of \$336,151, less the
- 18 \$51,081 that Defendants have already paid to certain Class Members, inclusive of the Class Counsel
- 19 Award, the Class Representative Service Award, the LWDA PAGA Payment, the PAGA Payment,
- 20 and the Settlement Administration Costs. In no event will Defendants be liable for more or less than
- 21 \$285,070 as a result of this Settlement, unless Defendant elects to proceed pursuant to paragraph 51
- 22 of this Agreement.
- 23 17. “Individual PAGA Payment” means the amount payable from the PAGA Payment to
- 24 each Aggrieved Employee.
- 25 18. “Individual Settlement Payment” means the amount payable from the Net Settlement
- 26 Amount to each Settlement Class Member.
- 27 19. “LWDA Payment” means payment to the California Labor and Workforce
- 28 Development Agency (“LWDA”) under the Private Attorneys General Act of 2004 (“PAGA”).

20. “Net Settlement Amount” means the Gross Settlement Fund, less the Class Counsel Award, the Class Representative Service Award, the PAGA Payment, the LWDA Payment, and the Settlement Administration Costs.

21. “Notice of Class Action Settlement” means the Notice of Class and Representative Action Settlement (substantially in the form attached as **Exhibit 1**).

22. “Notice Packet” means the Notice of Class Action Settlement, Request for Exclusion, and postage-paid return envelope to the Settlement Administrator.

23. “PAGA Payment” means payment to the Aggrieved Employees under the Private Attorneys General Act of 2004.

24. “PAGA Period” means the period from April 15, 2021 to March 7, 2022.

25. “PAGA Released Claims” means any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendants during the PAGA Period, under PAGA that have been asserted or could have been asserted in Plaintiff’s LWDA PAGA letter and/or the Complaint, based on the facts, claims and/or allegations therein, including for failure to provide timely and/or complete reimbursement for necessary business-related expenditures, and includes all such claims for recovery of expenses and/or all penalties under California Labor Code section 2698, *et seq.*

26. “Parties” means Plaintiff and Defendants, collectively, and “Party” will mean either Plaintiff or Defendants, individually.

27. “Payment Ratio” means the respective Compensable Work Months for each Settlement Class Member divided by the total Compensable Work Months for all Settlement Class Members (or Aggrieved Employees for the PAGA Payment).

28. “Plaintiff” means Plaintiff Jorge Alexandria.

29. “Preliminary Approval” means the date on which the court grants preliminary approval of the Settlement.

30. “Released Claims” means all claims that means any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendants during the Class Period, under Labor Code section 2802 that have been asserted or could have been asserted in Plaintiff’s LWDA PAGA letter and/or the Complaint, based on the facts, claims and/or allegations therein, including

for failure to provide timely and/or complete reimbursement for necessary business-related expenditures, and includes all such claims for recovery of expenses, penalties, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief in California statute, ordinance, regulation, common law, or other source of law, including California Labor Code section 2802, California Business & Professions Code section 17200, *et seq.*, and California's Wage Orders, during the Class Period. The res judicata effect of the Judgment will be the same as that of the Released Claims obtained by this Agreement. The period of the Released Claims will be the Class Period.

31. "Released Parties" means Defendants and their past, present and/or future, direct and/or indirect, parent companies, subsidiaries, affiliates, divisions, officers, directors, managers, members, heirs, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, predecessors, successors, and/or assigns.

32. "Request for Exclusion" means the Request for Exclusion (substantially in the form attached as **Exhibit 2**).

33. "Response Deadline" means the date 45 days after the Settlement Administrator mails Notice Packets to Settlement Class Members and the last date on which Class Members may submit a Request for Exclusion, and/or objection to the Settlement.

34. "Settlement" means the disposition of the Action pursuant to this Agreement.

35. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement.

36. "Settlement Administrator" means CPT Group, Inc.

37. "Settlement Class Members" means Class Members who do not submit timely and valid Requests for Exclusion as provided in this Agreement.

RECITALS

38. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective, class certification will immediately be set aside and immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification as part of the Settlement will have no bearing on, and

will not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or in any context in any other lawsuit.

39. Procedural Settlement History. On November 18, 2022, the Parties participated in a private mediation with an experienced mediator, Tripper Ortman, after they engaged in informal discovery, including Defendants providing to Plaintiff information regarding the putative class (*e.g.*, the number of putative class members, total work months, *etc.*) and Defendants' policies and procedures affecting putative class members. As a result, the Parties reached an agreement on all material terms to resolve this Action in its entirety.

40. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

41. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendants have been and, unless this Settlement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiff and the Class Members. Defendants have also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendants have claimed and continue to claim that the PAGA Released Claims and Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this

Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement.

42. Settlement Class Members' Claims. The Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

TERMS OF AGREEMENT

43. Release as to the Settlement Class Members. As of the date Defendants fully fund the Gross Settlement Fund, in exchange for the Gross Settlement Fund, Plaintiff and the Settlement Class Members release the Released Parties from the Released Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments will in no way limit the scope or definition of the Released Claims and by virtue of this Agreement, the Settlement Class Members will be deemed to have, and by operation of the final judgment approved by the Court, will have fully, finally, and forever settled and released all of the Released Claims as defined above.

44. PAGA Release. As of the date Defendants fully fund the Gross Settlement Fund, in exchange for the PAGA Payment, Plaintiff and the Aggrieved Employees will release the Released Parties from the PAGA Released Claims for the PAGA Period. Plaintiff and the Aggrieved Employees may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the PAGA Released Claims. Regardless, the discovery of new facts or legal arguments will in no way limit the scope or definition of the PAGA Released Claims and by

1 virtue of this Agreement, Plaintiff and the Aggrieved Employees will be deemed to have, and by
2 operation of the final judgment approved by the Court, will have fully, finally, and forever settled
3 and released all of the PAGA Released Claims as defined above.

4 45. Release as to Plaintiff. As of the date Defendants fully fund the Gross Settlement
5 Fund, in exchange for the Gross Settlement Fund, Plaintiff releases the Released Parties from all
6 claims and causes of action, including but not limited to the Released Claims, and stipulates and
7 agrees that, upon the Effective Date, Plaintiff will be deemed to have, and by operation of the final
8 judgment will have, expressly waived and relinquished, to the fullest extent permitted by law, the
9 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
10 provision under federal or state law, which Section provides:

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

14 Plaintiff may hereafter discover facts in addition to or different from those he now knows or
15 believes to be true, but upon the Effective Date, will be deemed to have, and by operation of the final
16 judgment will have, fully, finally, and forever settled and released any and all claims and causes of
17 action against the Released Parties, whether known or unknown, suspected or unsuspected,
18 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law
19 or equity, including but not limited to conduct that is negligent, intentional, with or without malice,
20 or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
21 different or additional facts.

22 46. Tax Liability. The Parties make no representations as to the tax treatment or legal
23 effect of the payments called for hereunder, and the Class Members are not relying on any statement
24 or representation by the Parties in this regard. The Class Members understand and agree that they
25 will be responsible for the payment of any employee taxes and penalties assessed on the payments
26 described herein and will hold the Parties free and harmless from and against any claims, liabilities,
27 costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of
28 the payments made pursuant to this Agreement, including the treatment of such payments as not

1 subject to withholding or deduction for payroll and employment taxes.

2 47. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
3 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
4 “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
5 communication or disclosure between or among the Parties or their attorneys and other advisers, is
6 or was intended to be, nor will any such communication or disclosure constitute or be construed or
7 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
8 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
9 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
10 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
11 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
12 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
13 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
14 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
15 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
16 acknowledging party of the tax treatment or tax structure of any transaction, including any
17 transaction contemplated by this Agreement.

18 48. Settlement Administration. Within 30 calendar days after the Court grants
19 Preliminary Approval of this Agreement, Defendants will provide the Settlement Administrator with
20 the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

21 a. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the Settlement
22 Administrator will perform a search based on the National Change of Address Database to update
23 and correct any known or identifiable address changes. Within 14 calendar days after receiving the
24 Class Information from Defendants as provided herein, the Settlement Administrator will mail copies
25 of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement
26 Administrator will exercise its best judgment to determine the current mailing address for each Class
27 Member. The address identified by the Settlement Administrator as the current mailing address will
28 be presumed to be the best mailing address for each Class Member.

i. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline will be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet will have their Response Deadline extended 15 days from the original Response Deadline.

ii. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the dates and/or work months stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary dates and/or work months. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Settlement Class Member and the Parties.

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

b. Exclusions. The Notice Packet will state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion will be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any

Class Member who requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement (with the exception of the recovery under this Settlement for Individual PAGA Payments, if applicable) and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline will be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than 25 calendar days after the Response Deadline, the Settlement Administrator will provide Defendants' Counsel with a final list of Class Members who have timely submitted written requests for exclusion. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

c. Objections. The Notice Packet will state that Class Members who wish to object to the Settlement may file with the Court and serve on all Parties a written statement of objection ("Notice of Objection") by the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number; (4) the name and case number of the Action; and (5) the factual and legal basis for the objection with any supporting documents and evidence. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court whether or not they submit a timely Notice of Objection. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Counsel will not represent any Settlement Class Members with respect to any such objections.

49. Funding and Allocation of Gross Settlement Fund. The Gross Settlement Fund means a maximum payment amount of \$336,151, less the \$51,081 that Defendants has already paid to certain Class Members, inclusive of the Class Counsel Award, the Class Representative Service Award, the LWDA Payment, the PAGA Payment, and the Settlement Administration Costs. The balance after deducting the Class Counsel Award, the Class Representative Service Award, the

1 LWDA Payment, the PAGA Payment, and the Settlement Administration Costs is the Net Settlement
2 Amount. Within 30 calendar days after the Effective Date, Defendant will provide the Gross
3 Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this
4 Agreement.

5 a. Individual Settlement Payments. Individual Settlement Payments will be paid from
6 the Net Settlement Amount and will be paid pursuant to the settlement formula set forth herein.
7 Individual Settlement Payments will be mailed by regular First Class U.S. Mail to Settlement Class
8 Members' last known mailing address within 15 calendar days after Defendants provide funds to the
9 Settlement Administrator for disbursement under this Agreement. Individual Settlement Payments
10 will be allocated as 100% as reimbursement, penalties, and interest. Any checks issued to Settlement
11 Class Members will remain valid and negotiable for 180 days from the date of their issuance. At that
12 time, any such uncashed checks will be paid to the State Controller's Office Unclaimed Property
13 Fund, in the name of the Settlement Class Member, so that all Settlement Class Members have an
14 opportunity to claim their payments from the State Controller's Office Unclaimed Property Fund
15 after the expiration of the settlement checks.

16 i. Calculation of Individual Settlement Payments. The Compensable Work Months for
17 each Settlement Class Member will be divided by the total Compensable Work Months for all
18 Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each
19 Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to
20 determine the proportionate allocation.

21 ii. Aggrieved Employee PAGA Payments. Individual PAGA Payments will be paid from
22 the PAGA Payment pursuant to the settlement formula set forth herein. Individual PAGA Payments
23 will be mailed by regular First Class U.S. Mail to the Class Member's last known mailing address
24 within 10 calendar days after Defendants provide funds to the Settlement Administrator for
25 disbursement under this Agreement. The Individual PAGA Payments will be allocated as 100% as
26 penalties. Any checks issued to the Aggrieved Employees will remain valid and negotiable for 180
27 days from the date of their issuance. At that time, any such uncashed checks will be paid to the State
28 Controller's Office Unclaimed Property Fund, in the name of the Aggrieved Employee, so that all

such individuals have an opportunity to claim their payments from the State Controller's Office Unclaimed Property Fund after the expiration of the settlement checks.

iii. Calculation of Individual PAGA Payments. The Compensable Work Months for each Aggrieved Employee will be divided by the total Compensable Work Months for all Aggrieved Employees, resulting in the Payment Ratio for each Aggrieved Employee. Each Aggrieved Employee's Payment Ratio is then multiplied by the PAGA Payment to determine the proportionate allocation.

iv. Settlement Class Members are not eligible to receive any compensation other than Individual Settlement Payments and Individual PAGA Payments from this Settlement, if applicable.

b. Class Representative Service Award. Defendants agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Service Award of up to \$15,000 each in exchange for the PAGA Released Claims, Released Claims, and a General Release and for Plaintiff's time and effort in bringing and prosecuting this matter. The Class Representative Service Award will be paid to Plaintiff from the Gross Settlement Fund no later than 15 calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator will issue an IRS Form 1099 – MISC to Plaintiff for their respective Class Representative Service Award. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on their respective Class Representative Service Award and will hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. The Class Representative Service Award will be in addition to the Plaintiff's respective Individual PAGA Payment and Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff will not have the right to revoke the Settlement, and it will remain binding.

c. Class Counsel Award. Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed \$95,023.33, plus their actual costs and expenses not to exceed \$20,000, from the Gross Settlement Fund. The Class Counsel Award will be paid to Class Counsel from the Gross Settlement Fund no later than 15 calendar days after Defendants

1 provide funds to the Settlement Administrator for disbursement under this Agreement. Class Counsel
2 will be solely and legally responsible to pay all applicable taxes on the payment made pursuant to
3 this paragraph. The Settlement Administrator will issue an IRS Form 1099 – MISC to Class Counsel
4 for the payments made pursuant to this paragraph. In the event that the Court reduces or does not
5 approve the requested Class Counsel Award, Plaintiff and Class Counsel will not have the right to
6 revoke the Settlement, and it will remain binding.

7 d. PAGA. Class Counsel will comply with the settlement provisions of PAGA, Cal.
8 Labor Code section 2699 *et seq.*, including taking the following steps to effectuate settlement: (1)
9 provide a copy of this Agreement to the LWDA at the same time this Agreement is submitted to the
10 Court, and (2) provide to the LWDA a copy of the Court’s judgment and any other order that awards
11 or denies PAGA penalties within 10 days after entry of judgment or order. Subject to Court approval,
12 the Parties will allocate a payment under PAGA in the amount of \$10,000 from the Gross Settlement
13 Fund, to be distributed as follows: 75% or \$7,500 to the LWDA (*i.e.*, the LWDA Payment); and 25%
14 or \$2,500 to the Aggrieved Employees (*i.e.*, the PAGA Payment) as described in this Agreement.

15 e. Settlement Administration Costs. The Settlement Administrator will be paid for the
16 costs of administration of the Settlement from the Gross Settlement Fund. The estimate of such costs
17 of administration for the disbursement of the Gross Settlement Fund is \$9,500. No fewer than 21
18 days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with
19 a statement detailing the costs of administration of this Settlement. The Settlement Administrator
20 will be paid the Settlement Administration Costs no later than 14 calendar days after Defendants
21 provide funds to the Settlement Administrator for disbursement under this Agreement. The
22 Settlement Administrator, on Defendants’ behalf, will have the authority and obligation to make
23 payments, credits and disbursements, including payments and credits in the manner set forth herein,
24 to Settlement Class Members calculated in accordance with the methodology set out in this
25 Agreement and orders of the Court.

26 i. The Parties agree to cooperate in the Settlement administration process and to
27 make all reasonable efforts to control and minimize the cost and expenses incurred in administration
28 of the Settlement. The Parties each represent they do not have any financial interest in the Settlement

1 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
2 conflict of interest.

3 ii. The Settlement Administrator will be responsible for: processing and mailing
4 payments to the Plaintiff, Class Counsel, Settlement Class Members, and the LWDA; printing,
5 translating and mailing the Notice Packets and postcards to the Settlement Class Members as directed
6 by the Court; receiving and reporting the Request for Exclusions submitted by Settlement Class
7 Members; deducting taxes from Individual Settlement Payments and distributing tax forms;
8 processing and mailing tax payments to the appropriate state and federal taxing authorities; providing
9 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and
10 other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.
11 The Settlement Administrator will keep the Parties timely apprised of the performance of all
12 Settlement Administrator responsibilities. No later than 25 calendar days after the Response
13 Deadline, the Settlement Administrator will provide counsel for the Parties with a final accounting
14 of the Gross Settlement Fund and report the amount of all payments to be made to each Settlement
15 Class Member by employee number.

16 f. No person will have any claim against Defendants, Plaintiff, Settlement Class
17 Members, Defendants' Counsel, Class Counsel or the Settlement Administrator based on
18 distributions and payments made in accordance with this Agreement.

19 50. Option to Terminate Settlement. If, after the Response Deadline and before the Final
20 Approval/Settlement Fairness Hearing, the number of Class Members who submitted timely and
21 valid written requests for exclusion from the Settlement is at least 5% of all Class Members,
22 Defendants will have, in its sole discretion, the option to terminate this Settlement. If Defendants
23 exercise its option to terminate this Settlement, Defendants will: (a) provide written notice to Class
24 Counsel within seven calendar days after the Response Deadline and (b) pay all Settlement
25 Administration Costs incurred up to the date or as a result of the termination; and the Parties will
26 proceed in all respects as if this Agreement had not been executed.

27 51. Escalator. This settlement was entered into based on Defendants' representation that
28 there are 8,073 Compensable Work Months during the Class Period. If the total number of

Compensable Work Months conveyed to the Settlement Administrator during the Class Period is 10% more than the amounts stated, Defendants will have the option of: increasing the Gross Settlement Fund proportionally for any months above 8,880. If Defendants elect not to do so, Plaintiff can withdraw from the settlement, and the Parties will proceed to status quo ante as to the Class and PAGA claims.

52. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Service Award, (iii) Individual Settlement Payments, (iv) the LWDA PAGA Payment, (v) the Aggrieved Employee PAGA Payment; and (vi) the Settlement Administration Costs. Pursuant to California Rule of Court 3.769(h), after granting Final Approval, the Court will retain jurisdiction over the Parties to enforce the terms of the judgment.

53. Nullification of Settlement Agreement. In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement will be null and void and any order or judgment entered by the Court in furtherance of this Settlement will be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement will be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties will proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement will be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, will be paid to the Settlement Administrator within 30 days of said notification.

54. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Class Members pursuant to this Agreement will be deemed not to be pensionable earnings and will not have any

effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of Plaintiff or the Class Members.

55. No Admission By the Parties. Defendants deny any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission, and will not be used against Defendants as an admission or indication with respect to any claim of any fault, concession or omission by Defendants.

56. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits 1-2, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

57. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

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

59. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

60. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. The persons signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign

1 this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement
2 to a third-party.

3 61. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
4 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 62. California Law Governs. All terms of this Agreement and the Exhibits hereto and any
6 disputes arising hereunder will be governed by and interpreted according to the laws of the State of
7 California.

8 63. Counterparts. This Agreement may be executed in one or more counterparts. All
9 executed counterparts and each of them will be deemed to be one and the same instrument provided
10 that counsel for the Parties to this Agreement will exchange among themselves copies or originals
11 of the signed counterparts.

12 64. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
13 is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after
14 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

15 65. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the
16 Parties agree that the Court will retain jurisdiction with respect to the interpretation, implementation
17 and enforcement of the terms of this Agreement and all orders and judgments entered in connection
18 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
19 of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders
20 and judgments entered in connection therewith.

21 66. Invalidity of Any Provision. Before declaring any provision of this Agreement
22 invalid, the Court will first attempt to construe the provisions valid to the fullest extent possible
23 consistent with applicable precedents so as to define all provisions of this Agreement valid and
24 enforceable.

25 67. Press Release. Class Counsel agrees not to issue a press release or otherwise notify
26 the media about the terms of the Settlement or advertise or market any of the terms of the Settlement
27 through written, recorded or electronic communications. Plaintiff and Class Counsel agree that, if
28 contacted regarding this case, they will state only that the Action exists and has been resolved. This

provision is not intended to, and does not, limit Class Counsel from responding to questions from and providing advice to the Settlement Class Members regarding the settlement after Preliminary Approval.

68. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only provided.

PLAINTIFF

DATED: 1/25/2023 | 12:49 PM PST

DocuSigned by:
By: Jorge Alexandria
Jorge Alexandria

PLAINTIFF'S AND CLASS COUNSEL ACKERMANN & TILAJEF, P.C.

DATED: 1/20/2023 | 5:24 PM PST

DocuSigned by:
By: Craig Ackermann
Craig Ackermann
Avi Kreitenberg

Attorneys for Plaintiff, the Class, the LWDA, and the Aggrieved Employees

DEFENDANT AMTRUST FINANCIAL SERVICES, INC.

DATED: January 26, 2023 | 8:43 AM PST

DocuSigned by:
By: [Signature] SVP, Corporate Counsel
57207D7AD5F04BB...

Its: [Signature]

DEFENDANT AMTRUST NORTH AMERICA, INC.

DATED: January 26, 2023 | 8:43 AM PST

DocuSigned by:
By: [Signature] SVP, Corporate Counsel
57207D7AD5F04BB...

Its: [Signature]

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DEFENDANTS' COUNSEL
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

DATED: January 26, 2023

By: 

Alis M. Moon
Gina M. Tetorakis

Attorneys for Defendants AmTrust Financial
Services, Inc., and AmTrust North America, Inc.

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT ("NOTICE")

Jorge Alexandria v. AmTrust Financial Services, Inc., et al.
Case No. 37-2022-00048165-CU-OE-CTL
San Diego County Superior Court
330 W. Broadway
San Diego, CA 92101

If you are a current or former employee who worked for AmTrust Final Services, Inc. or AmTrust North America, Inc., in California between March 18, 2020 and March 7, 2022, a class and representative action settlement described in this letter may affect your rights. Please read this Notice carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

WHY ARE YOU RECEIVING THIS NOTICE?

- Plaintiff Jorge Alexandria ("Alexandria") filed a lawsuit against AmTrust Financial Services, Inc., and AmTrust North America, Inc., (collectively, "AmTrust") alleging that he and other employees who worked for AmTrust in California did not receive proper reimbursement for business expenses, including home office expenses incurred during the pandemic.
- Alexandria reached a proposed settlement with AmTrust, and the Court has given its preliminary approval to the terms of the settlement. The Court has not decided that AmTrust did anything wrong.
- **Based on AmTrust's records, you are one of the current or former employees who are eligible to participate in the settlement. This proposed settlement could affect your legal rights, and you have a choice to make now:**

YOUR ESTIMATED SHARE OF THE SETTLEMENT IS [INSERT].

Your Legal Rights and Options in this Lawsuit	
Participate	If you wish to receive your share of the settlement proceeds, you do not need to take any action. If you do nothing, you will receive a cash payment from the settlement. You will also give up your rights to be part of any other lawsuit (including your own) involving the same or similar legal claims as the ones in this case, and will release all such claims.
Exclude Yourself	The only way for you to be part of any other lawsuit against AmTrust involving the same or similar legal claims as the ones in this case is to submit a Request for Exclusion Form to the Settlement Administrator postmarked no later than [insert date].
Object to the Settlement	Unless you ask to be excluded, you may object to any of the terms of the settlement, either personally or through an attorney, by filing a written objection with the court or

	appearing that the Final Approval Hearing. You should file your objection by [insert date].
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AMTRUST WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

Your options and your deadlines to act are explained in this notice.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this notice because AmTrust's records show that you currently work or previously worked in California as an employee of AmTrust some time between March 18, 2020 and March 7, 2022. This makes you part of the "class" of employees on whose behalf Alexandria filed a class action lawsuit. The Parties to the lawsuit have reached a proposed settlement of the case, but the settlement must be approved by the Court. Judge John S. Meyer of the San Diego County Superior Court is overseeing the proposed settlement of this class action, and has given preliminary approval of the settlement so that you could receive this notice and learn about how it might affect your rights. The lawsuit is known as *Jorge Alexandria v. AmTrust Financial Services, Inc., et al.*, Case No. 37-2022-00048165-CU-OE-CTL.

2. WHAT IS THIS LAWSUIT ABOUT?

On December 1, 2022, Alexandria filed a Class Action Complaint designated as Case No. 37-2022-00048165-CU-OE-CTL entitled *Jorge Alexandria v. AmTrust Financial Services, Inc., et al.* (the "Lawsuit").

In the Lawsuit, Alexandria alleges: (1) failure to reimburse business expenses (Labor Code § 2802); (2) UCL violations (Cal. Bus. & Prof. Code §§ 17200-17204); and (3) penalties pursuant to Labor Code § 2699, *et seq.* Alexandria seeks to represent a class of all current and former employees who worked for AmTrust in California at any time between March 18, 2020 and March 7, 2022. On behalf of himself and the proposed class, Alexandria sought equitable relief, actual, consequential, and incident damages, statutory damages, statutory penalties, restitution, interest, attorneys' fees, and civil penalties pursuant to the California Labor Code.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a "Class Representative" (in this case, Alexandria) sues on behalf of other people who they believe have similar claims. The people together are a "Class" or "Class Members." The companies they sue (in this case, AmTrust) are called the "Defendant." In a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. WHAT IS THE TIME PERIOD TO WHICH THIS CLASS ACTION APPLIES?

This class action applies to all employees who worked for AmTrust in California at any time from March 18, 2020 and March 7, 2022. This time period is known as the "Class Period." As described

below, the Class Period is used to determine the amount of each Class Member's share of the settlement.

5. HAS THE COURT DECIDED WHO IS RIGHT?

As part of the settlement, AmTrust denies that it violated any part of California law in the way that it reimbursed the Class Members. The Court will not decide whether Alexandria or AmTrust is correct. By giving preliminary approval to the settlement, the Court is not suggesting that Alexandria will win or lose this case. The Court's role in evaluating the settlement is to decide whether the terms of the settlement appear to be fair to the Class based on strengths and weaknesses of Alexandria's claims, whether a settlement on behalf of all of the Class Members is appropriate based on the types of claims in Alexandria's Complaint and whether Alexandria and his lawyers will fairly represent the Class Members.

6. IS THERE ANY MONEY AVAILABLE NOW?

No money is available now because the Court has only given preliminary approval to the settlement. The Court has not yet decided to give final approval to the settlement. The Court will not decide whether to give final approval to the settlement until the Class Members have received notice of the lawsuit and had the opportunity to decide whether to participate in the settlement. If the Court gives final approval to the settlement, settlement funds will be paid to the Class Members.

THE TERMS OF THE SETTLEMENT

7. HOW MUCH IS THE TOTAL SETTLEMENT?

AmTrust has agreed to pay a maximum total of \$336,151, less the \$51,081 that AmTrust has already paid to certain Class Members, in settlement of Alexandria's claims. This is referred to as the "Gross Settlement Fund."

8. HOW MUCH OF THE SETTLEMENT WILL GO TO THE CLASS MEMBERS?

Certain deductions will be made from the Gross Settlement Fund. The amount remaining after these deductions is referred to as the "Net Settlement Amount." The Net Settlement Amount is the amount that will be divided amongst the Class Members.

Each of the deductions from the Gross Settlement Fund must be approved by the Court. The Court has preliminarily approved each of the following deductions from the Gross Settlement Fund:

- Attorneys' fees to the attorneys for the Class not to exceed \$95,023.33. However, the Court will not approve the attorneys' fees amount until the final approval hearing.
- Reimbursement of costs advanced by the attorneys for the Class not to exceed \$20,000. Again, the Court will not approve the exact amount to be reimbursed to Class Counsel until the final approval hearing.
- Payment to the Settlement Administrator not to exceed \$9,500 for the costs of sending notice out to the Class Members, responding to Class Member inquiries and distributing settlement funds to the Class Members if the Court gives its final approval to the settlement;

- Payment to the Class Representative (*i.e.*, Alexandria) not to exceed \$15,000 as an incentive for the filing of this lawsuit, for the risks incurred by Alexandria in bringing the lawsuit, and for Alexandria's participation in this lawsuit in assisting Class Counsel. The Court will not approve the amount of the incentive award until the final approval hearing; and
- Payment of \$10,000 for the civil penalties obtained by Alexandria under the terms of the settlement for alleged violations of the California Labor Code pursuant to the Private Attorneys General Act of 2004. This payment will be distributed as follows: \$7,500 to the California Labor and Workforce Development Agency ("LWDA"); and (2) \$2,500 to the Aggrieved Employees. The Aggrieved Employees are Class Members who worked during the period from April 15, 2021 to March 7, 2022 (the "PAGA Period").

Each of the above amounts is deducted from the Gross Settlement Fund, and the remaining amount, or Net Settlement Amount, is to be distributed to all of the Class Members who do not request exclusion from the settlement. Based on the above deductions to which the Parties agree under the settlement, the Net Settlement Amount is \$138,046.67. The following table summarizes the Gross Settlement Fund and Net Settlement Amount:

GROSS SETTLEMENT FUND	\$285,070
Attorneys' Fees	Up to \$95,023.33
Attorneys' Costs	Up to \$20,000
Settlement Administration Costs	Up to \$9,500
Incentive Award to Class Representative	Up to \$15,000
Payment to California Labor and Workforce Development Agency	\$7,500
NET SETTLEMENT AMOUNT	\$138,046.67

9. WHAT IS MY SHARE OF THE SETTLEMENT AND HOW IS IT CALCULATED?

Generally, each Class Member's share of the settlement depends on the length of time the Class Member was employed by AmTrust during the applicable time period. The Settlement Administrator will calculate the amount that each Class Member will receive as follows:

- The Settlement Administrator will calculate the number of work months during which each Class Member worked for AmTrust during the period of March 18, 2020 and March 7, 2022. This number is called "Compensable Work Months."
- The Settlement Administrator will divide the respective Compensable Work Months for each Class Member by the total Compensable Work Months for all Class Members, resulting in the payment ratio for each Class Member. The payment ratio will then be

multiplied by the Net Settlement Fund. This calculation will assume that all Class Members do not request exclusion from the settlement.

ACCORDING TO THE AMTRUST'S RECORDS, YOU WORKED A TOTAL OF [INSERT] WORK MONTHS DURING THE CLASS PERIOD. THEREFORE, YOUR ESTIMATED SHARE OF THE SETTLEMENT IS [INSERT].

If you believe that AmTrust's records of the work months that you worked during the Class Period are incorrect, you should contact the Settlement Administrator no later than [insert deadline for exclusion or objection] and explain why you think these dates are incorrect. You must also send the Settlement Administrator copies of any documents you have that would assist the Parties in evaluating whether there has been an error in the calculation of these dates. The Settlement Administrator will contact you regarding any additional information needed to evaluate your dispute, and will contact you with a response to your dispute.

The estimate of your settlement share assumes that all other eligible Class Members will decide to receive their individual share of the settlement and that the Court approves the amounts described in Part 8 that may be deducted from the Gross Settlement Fund. The amount of the actual amount of your individual settlement share will depend on how many Class Members decide that they want to be excluded from the settlement, and the actual amounts deducted from the Gross Settlement Fund that the Court approves.

Any check issued to you will remain valid and negotiable for 180 days from the date of its issuance. At that time, any such uncashed checks will be paid to the State Controller's Office Unclaimed Property Fund, in your name, so that you have an opportunity to claim your payment from the State Controller's Office Unclaimed Property Fund after the expiration of the settlement check.

10. WHAT ARE THE TAX CONSEQUENCES IF I CHOOSE TO RECEIVE MY SHARE OF THE SETTLEMENT?

Your share of the settlement will be allocated as 100% as reimbursement, penalties, and interest and reported on an IRS Form 1099 basis. Neither the lawyers for the Class Members nor AmTrust make any representations to you concerning the tax consequences of this settlement or your participation in it, and you are encouraged to seek your own personal tax advice prior to acting in response to this Notice.

11. WHAT RIGHTS AM I RELEASING UNDER THE SETTLEMENT?

If you do not submit a Request for Exclusion Form, you will receive your share of the settlement as described above. In exchange for your share of the settlement, you will be releasing your right to bring your own lawsuit against AmTrust for the same claims that Alexandria asserted in the Lawsuit, or to bring claims that could have asserted based on the allegations in the Lawsuit. Specifically, if you choose to receive your share of the settlement, you will be releasing your right to file a lawsuit or other claim against AmTrust for California wage and hour violations that occurred during the Class Period, such as claims for failure to reimburse for business expenses, and your right to seek civil or statutory penalties that may be related to such claims.

The Released Claims are defined as any and all claims, obligations, demands, rights, causes of action, and liabilities against AmTrust during the Class Period, under Labor Code section 2802 that have been asserted or could have been asserted in Plaintiff's LWDA PAGA letter and/or the Complaint, based on the facts, claims and/or allegations therein, including for failure to provide

timely and/or complete reimbursement for necessary business-related expenditures, and includes all such claims for recovery of expenses, penalties, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief in California statute, ordinance, regulation, common law, or other source of law, including California Labor Code section 2802, California Business & Professions Code section 17200, *et seq.*, and California's Wage Orders, during the Class Period.

If you choose to request exclusion from the settlement and worked for AmTrust during the PAGA Period you will be subject to the release of the PAGA Released Claims. The PAGA Released Claims are defined as any and all claims, obligations, demands, rights, causes of action, and liabilities against AmTrust during the PAGA Period, under PAGA that have been asserted or could have been asserted in Plaintiff's LWDA PAGA letter and/or the Complaint, based on the facts, claims and/or allegations therein, including for failure to provide timely and/or complete reimbursement for necessary business-related expenditures, and includes all such claims for recovery of expenses and/or all penalties under California Labor Code section 2698, *et seq.*

YOUR RIGHTS AND OPTIONS

You have to decide whether to participate in the settlement, ask to be excluded from the settlement, or object to the settlement.

12. HOW DO I RECEIVE MY SHARE OF THE SETTLEMENT?

You do not need to take any action to receive a share of the settlement funds. In connection with the settlement, Class Counsel (attorneys for Alexandria and the Class) will represent you and all other Class Members who are current and former employees of AmTrust who do not exclude themselves from the settlement. However, you do have the right to consult with your own attorney.

13. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE SETTLEMENT IF I DO NOT WANT TO PARTICIPATE?

If you want to be excluded from the settlement, you must complete and timely submit the enclosed Request Exclusion Form. Your Exclusion Form must be postmarked no later than [insert date]. Late or incomplete Exclusion Forms will not be honored. If you lose, misplace, or require another Exclusion Form, you should contact the Settlement Administrator at [insert number].

The proposed settlement includes the settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA"). Thus, if the Court approves this settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims, if you worked during the PAGA Period.

14. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you do not request to be excluded from the settlement, you may object to the settlement, and/or Class Counsel's request for attorneys' fees and costs, either personally or through an attorney at your own expense, by filing a written objection with the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101 and serving copies of your objection to Class Counsel and Defense Counsel at [insert].

All written objections must be signed and must include the following: (i) your full name; (ii) your dates of employment; (iii) the last four digits of your social security number; (iv) the name and

case number of the Action (*Jorge Alexandria v. AmTrust Financial Services, Inc., et al.*, Case No. 37-2022-00048165-CU-OE-CTL); and (v) the factual and legal basis for the objection with any supporting documents and evidence. All objections must be filed with the Court at the address above, and served on Class Counsel and Defense Counsel, no later than [insert date]. Your objection should clearly explain why you object to the proposed settlement.

You may also object by appearing, either personally or through an attorney, at your own expense, at the Final Approval Hearing that is discussed below to orally object to the settlement or otherwise offer comments about the settlement.

Even if you object either in writing or by appearing at the Final Approval Hearing, if the Court gives its final approval to the settlement you will receive your share of the settlement, and you will be subject to the release described in Part 11.

THE LAWYERS IN THIS CASE

15. DO I HAVE A LAWYER IN THIS CASE?

The Court preliminarily approved the request of Ackermann & Tilajef, P.C., to be appointed as Class Counsel in connection with this settlement. Ackermann & Tilajef, P.C. can be reached at (310) 277-0614.

16. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf in connection with this settlement. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. HOW WILL THE LAWYERS BE PAID?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. The fees and expenses that the Parties have agreed that Class Counsel may request are identified above at Part 8. If the Court grants Class Counsel's request, the fees and expenses will be deducted from the Gross Settlement Fund.

IMPORTANT FUTURE DATES

18. WHAT HAPPENS NEXT?

The Court has scheduled a Final Approval Hearing for [insert date] at [insert time] at the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101 in Department C-64. At the Final Approval Hearing, the Court will decide whether or not to grant final approval of the settlement. At the same place and immediately following the Final Approval Hearing, the Court will also rule on Class Counsel's request for attorney's fees, litigation costs, and the Class Representative's incentive award. You have the right, but are not required, to appear personally or through an attorney of your choosing, at your own expense, to object to or express your views regarding the settlement and the requested attorney's fees, costs and service award.

GETTING MORE INFORMATION

19. ARE MORE DETAILS AVAILABLE?

This Notice only summarizes the Action, the settlement, and other related matters. There are a variety of ways that you can request more information.

- You may refer any questions about the lawsuit and the settlement to the Settlement Administrator by calling [insert phone number].
- All of the pleadings and other records in this litigation, including the Joint Stipulation of Settlement, may be examined online on the San Diego County Superior Court's website, at: <https://www.sdcourt.ca.gov>. After arriving at the website, you may search for the case by name or case number.

If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator at [insert telephone number].

PLEASE DO NOT CONTACT OR WRITE THE COURT, AMTRUST, OR AMTRUST'S ATTORNEYS FOR INFORMATION REGARDING THIS NOTICE FORM OR THE SETTLEMENT. YOUR REQUESTS FOR INFORMATION SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Jorge Alexandria v. AmTrust Financial Services, Inc., et al.

Case No. 37-2022-00048165-CU-OE-CTL

San Diego County Superior Court

330 W. Broadway

San Diego, CA 92101

SUBMIT THIS FORM ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT.

I. DIRECTIONS

To exclude yourself from the settlement, you must sign and date this Request for Exclusion Form and mail it to [Settlement Administrator] by [insert date]. If your address changes, please send the Settlement Administrator your new address.

II. REQUEST FOR EXCLUSION FROM THE SETTLEMENT

I am a member of the Settlement Class in the case of *Jorge Alexandria v. AmTrust Financial Services, Inc., et al.*, San Diego County Superior Court Case No. 37-2022-00048165-CU-OE-CTL. I have read the Notice of Class and Representative Action Settlement explaining my rights under the settlement and do not wish to participate in the settlement. I understand that by excluding myself, I will not receive any money from the settlement reached in this matter, except for my portion of the PAGA allocation, if applicable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____, 202__ Signature: _____

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last 4 Digits of Social Security Number: _____

Send this form by [insert date] to:

[Settlement Administrator]