

**JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Lisa Martinez (“Plaintiff”), individually and on behalf of other similarly situated employees, and Public Consulting Group LLC (formerly Public Consulting Group, Inc.) (“PCG” and/or “Defendant”) (collectively, the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding, including the Parties’ executed terms sheet, and accurately sets forth the Parties’ class action and PAGA settlement to resolve all claims as detailed below.

I. DEFINITIONS

1. “Action” means the lawsuit entitled *Lisa Martinez v. Public Consulting Group LLC (formerly Public Consulting Group, Inc.)*, Case No. 37-2022-00012198-CU-OE-CTL, pending in the Superior Court of the State of California for the County of San Diego.
2. “Class” and/or “Class Members” means all individuals who worked for PCG (formerly Public Consulting Group, Inc.) in California as non-exempt employees during the Class Period.
3. “Class Counsel” or “Plaintiff’s Counsel” means Aegis Law Firm, PC, including Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Kristy R. Connolly.
4. “Class Counsel Fees Payment” means an amount up to thirty-five percent (35%) of the Gross Settlement Amount payable to Class Counsel’s reasonable attorneys’ fees incurred to prosecute the Action.
5. “Class Counsel Litigation Expenses Payment” means an amount of Thirty Thousand Dollars (\$30,000.00) allocated to Class Counsel for reimbursement of expenses incurred to prosecute the Action.
6. “Class Data” means Class Member and PAGA Member identifying information in PCG’s possession including the Class Member’s name, last-known mailing address, Social Security number, and dates of employment.

7. “Class Member Address Search” means the Settlement 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 Settlement Administrator with Class Members.

8. “Class Notice” or “Notice of Class Settlement” means the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members, attached hereto as Exhibit A.

9. “Class Period” means the period from April 1, 2018 through the earlier of November 1, 2023 and the date the Court grants Preliminary Approval of the Settlement.

10. “Class Representative” and/or “Plaintiff” means Lisa Martinez, the named plaintiff in this Action who is seeking Court approval to serve as a Class Representative.

11. “Class Representative Service Payment” means the payment not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the Class Representative for initiating the Action and providing services in support of the Action.

12. “Complaint” means the operative Second Amended Complaint filed by Plaintiff in the Superior Court of the State of California for the County of San Diego, Case No. 37-2022-00012198-CU-OE-CTL.

13. “Court” means the Superior Court of the State of California for the County of San Diego, and the judicial officer presiding over this matter.

14. “Covered Class Workweek” means any full or partial workweek during the Class Period in which a Class Member worked for PCG as a non-exempt employee in California.

15. “Covered PAGA Pay Period” means any full or partial pay period within the PAGA Period in which a PAGA Member worked for PCG as a non-exempt employee in California.

16. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters its Order Granting Final Approval of the Settlement; and (b) the next court day after the Final Approval Order becomes a Final Judgment.

17. “Employer’s Payroll Taxes” means PCG’s share of any applicable employer payroll

taxes on the wage-portion of the Individual Class Payments to be paid in connection with the Settlement, which PCG shall pay in addition to the Gross Settlement Amount.

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

19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

20. “Final Approval Order” means the Court’s order granting final approval of the Settlement and entering judgment.

21. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the Final Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order and Judgment.

22. “Gross Settlement Amount” means One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00), which is the total amount PCG agrees to pay under the Settlement, subject to the Gross Settlement Amount 10% Escalation Clause, and which does not include the amount of the Employer’s Payroll Taxes. The Gross Settlement Amount shall be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Settlement Administrator’s Expenses.

23. “Gross Settlement Amount 10% Escalation Clause” means that if the total number of Covered Class Workweeks within the Class Period exceeds 48,000 by an additional ten percent (10%) (i.e., if the Covered Class Workweeks within the Class Period includes more than 4,800 additional Covered Class Workweeks), then PCG shall have the option to: (i) increase the GSA by the percentage in excess of the 10% difference between 48,000 and the actual number of workweeks that accrued for all Class Members from April 1, 2018 to the close of the Class Period, or (ii) modify the end date, to the extent there is any impact, of the Covered Class Workweeks, Covered PAGA Pay Periods, Released Class Claims, and/or Released PAGA Claims to an earlier date that would reduce the total number of Covered Class Workweeks to 52,800.

24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of each Participating Class Member’s Covered Class Workweeks. Individual Class Payments to Participating Class Members shall be characterized as fifty percent (50%) wages, reported on an IRS Form W-2, and fifty percent (50%) non-wages (i.e., penalties, interest, reimbursements), reported on an IRS Form 1099, and shall be paid in consideration of Participating Class Members’ releases of the Released Class Claims.

25. “Individual PAGA Payment” means the PAGA Member’s pro rata share of the PAGA Group Payment calculated according to the number of each PAGA Member’s Covered PAGA Pay Periods. Individual PAGA Payments to PAGA Members shall be characterized as non-wage payments (i.e., penalties), reported on an IRS Form 1099, and shall not be subject to any Requests for Exclusion.

26. “LWDA PAGA Amount” is the 75% share of the PAGA Total Payment that will be paid to the LWDA.

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

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Settlement Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments. Any amounts the Court finally approves for such deductions which are less than the amounts stated in this Settlement shall remain a part of the Net Settlement Amount.

29. “Non-Participating Class Member” means any Class Member who opts out of the non-PAGA portion of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

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

31. “PAGA Group Payment” means the Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) which constitutes the twenty-five percent (25%) due to the PAGA Members in

settlement of PAGA claims.

32. “PAGA Member” and/or “Aggrieved Employee” is defined to be all persons employed by PCG in California as a non-exempt employee during the PAGA Period.

33. “PAGA Notice” means Plaintiff’s April 1, 2022 letter to PCG and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a) in LWDA Case No. LWDA-CM-876539-22.

34. “PAGA Total Payment” means the Fifty Thousand Dollars and Zero Cents (\$50,000.00) total amount of PAGA payments to be paid from the Gross Settlement Amount, allocated as Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) for the twenty-five percent (25%) due to the PAGA Members and as Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) for the seventy-five percent (75%) to the LWDA in settlement of PAGA claims.

35. “PAGA Period” means the period from April 1, 2021 through the close of the Class Period.

36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the non-PAGA portion of the Settlement.

37. “Preliminary Approval” means the Court’s entry of an Order Granting Preliminary Approval and Approval of PAGA Settlement.

38. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

39. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

41. “Released Class Claims” means any and all claims, actions, or causes of action, arising during the Class Period, that are alleged in the Complaint, First Amended Complaint, Second Amended Complaint, or Plaintiff’s PAGA Notice, or that could have been alleged in the Complaint, First Amended Complaint, Second Amended Complaint, or Plaintiff’s PAGA Notice, based upon or arising out of the facts and/or claims alleged therein.

42. “Released PAGA Claims” means all claims, rights, demands, liabilities and causes of action arising from the PAGA (Cal. Lab. Code §§ 2689, *et seq.*), arising during the PAGA Period, that were asserted or that could have been asserted based on the facts or claims alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, and Plaintiff’s PAGA Notice, and any amendments thereto.

43. “Request for Exclusion” and/or “Opt-Out Request” mean a Class Member’s timely submission of a written request to be excluded from the non-PAGA portion of the Settlement signed by the Class Member pursuant to Paragraph 77.

44. “Response Deadline” means 60 days after the Settlement Administrator mails the Class Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax, email, or mail (based on the postmark date) Requests for Exclusion from the non-PAGA portion of the Settlement, or (b) fax, email, or mail (based on the postmark date) his or her Objection to the non-PAGA portion of the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. If the 60th day (or extended Response Deadline following a resent Class Notice) falls on a Sunday or federal or State of California holiday, the Response Deadline shall end on the next business day that is not a Sunday or federal or State of California holiday.

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

46. “Settlement Administration Expenses” are those expenses incurred by the Settlement Administrator in effectuating the Settlement, not to exceed \$10,000.

47. “Settlement Administrator” means Phoenix Settlement Administrators.

48. “Unclaimed Property Fund” means the California Controller’s Unclaimed Property Fund (Cal. Code Civ. Proc. § 1314).

49. “PCG’s Counsel” means Morgan, Lewis & Bockius LLP, including Carrie A. Gonell and Joseph A. Govea.

50. “Releasees” means Public Consulting Group LLC and all of its former, current, and

future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns (including Public Consulting Group, Inc.), as well as each of their respective former, current and future managers, directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers, and trustees.

II. LITIGATION BACKGROUND

51. On April 1, 2022, Plaintiff filed with the LWDA a PAGA Notice letter which made allegations against PCG for various violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders. On April 1, 2022, Plaintiff filed an unverified complaint in the San Diego County Superior Court, entitled *Lisa Martinez v. Public Consulting Group, Inc.*, Case No. 37-2022-00012198-CU-OE-CTL. On June 2, 2022, PCG timely removed the Action to the United States District Court for the Southern District of California. On June 28, 2022, Plaintiff filed a First Amended Complaint in the United States District Court for the Southern District of California, Case No. 3:22-cv-00813-WQH-MDD. On October 13, 2022, the Southern District of California issued an order remanding the action back to the San Diego County Superior Court. On January 19, 2023, Plaintiff filed a Second Amended Complaint in the San Diego County Superior Court, entitled *Lisa Martinez v. Public Consulting Group LLC (formerly Public Consulting Group, Inc.)*, Case No. Case No. 37-2022-00012198-CU-OE-CTL.

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

53. On August 1, 2023, the Parties participated in a mediation with experienced mediator Deborah Crandall Saxe, Esq. The Parties memorialized their agreement to settle in a Memorandum of Understanding, including the Gross Settlement Amount. The terms of the settlement are now set forth in complete and final form in this Settlement Agreement.

54. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the claims averred in the Action by the Plaintiff individually, on behalf of the Participating Class Members, and as the authorized proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the Releasees. The Parties agree that the consideration described herein constitutes adequate consideration for the Settlement and releases described herein.

III. JURISDICTION AND VENUE

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

IV. TERMS OF SETTLEMENT

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

A. Non-Admission of Liability

57. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person, and the Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person. PCG also maintains that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for class and/or representative action treatment pursuant to Federal Rule of Civil Procedure 23, California Code of Civil Procedure Section 382, California Labor Code § 2698, *et seq.*, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Action. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has been no final

determination by any Court as to the merits of the claims asserted by Plaintiff against PCG.

B. Certification

58. The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph 2 as to all claims asserted in the Complaint pursuant to applicable state and federal law. If for any reason the Court does not approve this Settlement, fails to enter the Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement and Stipulation is lawfully terminated for any other reason, PCG shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a class and/or representative action on all applicable grounds.

C. Non-Approval By The Court

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

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality provisions in Section XII and the non-admission provisions in Paragraph 57;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and
- (d) PCG does not waive, and instead expressly reserves, its rights to challenge the propriety of the Action proceeding as a class and/or PAGA action.

D. Settlement Payments

60. PCG agrees to pay a Gross Settlement Amount ("GSA") as set forth in Paragraph 22. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the GSA:

- (a) From the GSA, Plaintiff's Counsel may seek from the Court the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. PCG takes no position on Plaintiff's request for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment provided it does not exceed the amounts set forth in Paragraphs 4 and 5, respectively.
- (b) From the GSA, Plaintiff's Counsel may seek from the Court the Class Representative Service Payment. PCG takes no position on Plaintiff's request for the Class Representative Service Payment provided it does not exceed the amount set forth in Paragraph 11.
- (c) From the GSA, payment to the Settlement Administrator for the Settlement Administration Expenses.
- (d) From the GSA, a payment of \$37,500 to the LWDA (the LWDA PAGA Amount), representing the LWDA's 75% share of the settlement attributable to PAGA payments.
- (e) From the GSA, a payment of \$12,500 to be allocated among PAGA Members (from the PAGA Group Payment). Individual PAGA Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.
- (f) From the Net Settlement Amount (*i.e.*, the remainder of the GSA after the payments in Paragraph 64 have been made), Individual Class Payments will be allocated among Participating Class Members based on their Covered Class Workweeks. Individual Class Payments will be calculated as follows: the numerator shall be the number of the Participating Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Participating Class Members; this fraction shall be multiplied

by the Net Settlement Amount.

- (g) Participating Class Members and PAGA Members will receive separate checks for their Individual Class Payment and Individual PAGA Payment.
- (h) If the actual number of workweeks for all Class Members from April 1, 2018 to the close of the Class Period should exceed 48,000 by more than ten percent (10%), then PCG shall have the option to (i) increase the GSA by the percentage in excess of the 10% difference between 48,000 and the actual number of workweeks that accrued for all Class Members from April 1, 2018 to the close of the Class Period, or (ii) modify the end date, to the extent there is any impact, of the Covered Class Workweeks, Covered PAGA Pay Periods, Released Class Claims, and/or Released PAGA Claims to an earlier date that would reduce the total number of Covered Class Workweeks to 52,800.
- (i) If the Court approves a lesser amount of attorneys' fees and litigation costs, the Class Representative Service Payment, or the Settlement Administrator Expenses, than the amount sought by Plaintiff and Plaintiff's Counsel, then any amount disallowed by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to the Participating Class Members the same as the settlement payments described in this Paragraph. Plaintiff and Plaintiff's Counsel agree not to appeal an order reducing the requested amount of attorneys' fees, litigation costs, and/or the Class Representative Service Payment. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for fees and costs or the amount of any Class Representative Service Payment.
- (j) The Settlement Administrator will disburse monies from the GSA, including issuing all settlement payment checks, as and when authorized in this Settlement

Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.

E. Released Class and PAGA Claims

61. The Parties agree that this Settlement Agreement is conditioned upon the release of all Released Class Claims (as defined in Paragraph 41) and Released PAGA Claims (as defined in Paragraph 42), as more fully set forth in Section VII.

F. Entry of Judgment

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

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

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

if the Effective Date does not occur, PCG shall not be obligated to wire the GSA.

64. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Settlement Administration Expenses will cover: (a) calculating each Class Member's potential recovery from the Net Settlement Amount and the PAGA Group Payment; (b) preparing and mailing to all Class Members the Class Notice with estimated Individual Class Payment amounts and (if applicable) Individual PAGA Payment amounts, and instructions on how to opt out of or object to the non-PAGA portions of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and PCG's Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and PCG's Counsel a weekly report of activity; (e) establishing a toll-free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) determining and paying the final amounts due to be paid to Participating Class Members and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (g) preparing and mailing the settlement payment to the LWDA; (h) issuing to Plaintiff, Plaintiff's Counsel, Participating Class Members, and PAGA Members any tax forms as may be required by applicable law for all amounts paid pursuant to this Settlement Agreement; (i) forwarding all taxes and penalties to the appropriate government authorities; (j) preparing and mailing the amount of attorneys' fees and litigation costs awarded to Plaintiff's Counsel from the GSA; (k) preparing and mailing the Class Representative Service Payment awarded to Plaintiff from the GSA; (l) reporting to Class Counsel, PCG's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (m) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

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

66. Except for the Class Representative Service Payment described above to be paid to the Plaintiff, all Class Settlement Payments shall be allocated as follows: one-half (1/2) of each Individual Class Payment as unpaid wages, which will be reported on an IRS Form W-2 with applicable withholdings; and one-half (1/2) as non-wages (i.e., interest, reimbursements) which will be reported on an IRS Form 1099 without withholdings. All Individual PAGA Payments will be allocated entirely to statutory payments and will be reported on an IRS Form 1099 without withholdings. PCG is responsible for paying the employer tax contributions on the amounts allocated as unpaid wages as required by law. The Plaintiff and Class Members must pay their own portion of payroll and all applicable income taxes on the one-half (1/2) portion of the Class Settlement Payment representing unpaid wages, and such amounts will be withheld from the Individual Class Payments. The Plaintiff and Class Members also shall be exclusively liable for any and all tax liability on the settlement amounts allocated as non-wage recovery for interest and penalties. The Settlement Administrator shall be responsible for issuing all necessary tax reporting forms for all amounts paid under this Settlement, making all deductions and withholdings required under law, and timely reporting and remitting of PCG's payment of its share of applicable employer payroll taxes to the appropriate taxing authorities and shall indemnify PCG for any penalty arising out of an incorrect calculation and/or interest with respect to late payment of the same.

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

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

69. Payments will be sent by check to all Participating Class Members and PAGA Members with notice.

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

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

B. Notice to Class Members

72. Within 30 days after the Preliminary Approval Date, PCG shall provide Class Data to the Settlement Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates of employment. Class Data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Data will be subject to the Settlement Administrator’s confidentiality agreement and shall not be disclosed to the Plaintiff, Class Counsel, or any other Class Members without the written consent of PCG, except that PCG will authorize the Settlement Administrator on a case-by-case basis to provide to Class Counsel information necessary to address any questions or any challenges raised by a specific Class Member.

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

74. Within fourteen (14) days after receiving the Class Member data from PCG and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide PCG's Counsel with a report listing the estimated settlement payment amounts to each Class Member.

75. Class Members shall have sixty (60) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the 60th day falls on a Sunday or federal or State of California holiday, the deadline will be the next business day that is not a Sunday or federal or State of California holiday. This deadline shall be extended by 14 additional days for any Class Member to whom the Settlement Administrator re-mails a Class Notice that is lost, misplaced, misrouted or returned as undeliverable. After recalculating estimated settlement allocations to account for opt-outs, Participating Class Members and PAGA Members will receive their allocation from the settlement fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator.

76. All Settlement Administration Expenses shall come out of the GSA.

C. Opt-Outs

77. Class Members who wish to "opt-out" of and be excluded from the non-PAGA portions of this settlement must submit a written Request for Exclusion from the Settlement Agreement to the Settlement Administrator bearing a post-mark from a date within the Response Deadline. The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the Class Member desires

to exclude himself or herself from the case; and (c) the last four digits of the Class Member's social security number. If a Class Member submits a deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the Response Deadline or five (5) business days after the close of the Response Deadline if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Response Deadline to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received by then. Class Members submitting untimely or deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Participating Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept late Requests for Exclusion without the written authorization of PCG.

78. Class Members are still bound by the Released PAGA Claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment.

D. Objections

79. Only Participating Class Members may object to the non-PAGA portions of the Settlement. Class Members who opt-out of the Settlement (Non-Participating Class Members) are not eligible to object. Participating Class Members should submit any written objections no later than sixty (60) days after the mailing of the Class Notice, which shall be extended by fourteen (14) additional days for any Class Member to whom the Settlement Administrator re-mails a Class Notice that was lost, misplaced, misrouted, or returned as undelivered. The Parties may file a response to any objections submitted by objecting Participating Class Members at or prior to the Final Approval Hearing. Participating Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. Participating Class Members may also attend

the Final Approval Hearing to object to the non-PAGA portions of the Settlement. All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

80. The Settlement Administrator shall calculate pro rata Individual Class Payments and Individual PAGA Payments as described in Paragraph 60 of this Settlement Agreement, and based on Class Data.

B. Eligibility for Settlement Payments

81. Only Class Members who have not opted out of the non-PAGA portion of the settlement will be considered Participating Class Members eligible to receive an Individual Class Payment. Class Members with Covered PAGA Pay Periods will be eligible to receive an Individual PAGA Payment in addition to the Individual Class Payment, even if they opted out of the non-PAGA portion of the settlement.

82. Each Class Notice mailed to a Class Member will identify his or her dates of employment for the Covered Class Workweeks and Covered PAGA Pay Periods, as applicable, based on PCG's records, and will estimate each Class Member's Individual Class Payment and Individual PAGA Payment, as applicable.

83. Class Members will have the right to challenge only their dates of employment for the Covered Class Workweeks and/or Covered PAGA Pay Periods as shown on the Class Notice. Any such challenges by Class Members must be sent directly to the Settlement Administrator at the address indicated on the Class Notice and must be made within the Response Deadline. The Settlement Administrator will inform Class Counsel and PCG's Counsel in writing of any timely filed challenges. PCG's records are presumed to be accurate unless the Class Member submits documentation demonstrating otherwise, *i.e.*, a Class Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's workweeks, PCG's Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the

Class Member making the challenge. PCG will decide whether the Class Member's challenge shall be accepted. PCG's decision is final and binding without a right of appeal.

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

C. Process and Deadlines

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

86. Within 14 days after the Effective Date, PCG will provide payment of the GSA to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator, in addition to PCG's share of employer payroll taxes for the payments reportable on IRS Form W-2. If PCG fails to remit the GSA to the Settlement Administrator in full on the date it is due, then PCG shall be obligated to pay the legal rate of interest for all amounts due and owing until PCG remits the GSA to the Settlement Administrator in full and such interest shall become part of the Net Settlement Amount and distributed to Participating Class Members.

87. Within 30 days after the Effective Date, the Settlement Administrator shall distribute and pay all Individual Class Payment checks to Participating Class Members and Individual PAGA Payment checks to PAGA Members, issue a check to the LWDA for the LWDA PAGA Penalty Amount, pay the Plaintiff her Class Representative Service Payment, and pay Class Counsel's attorneys' fees and costs.

D. Uncashed Settlement Checks

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

VII. RELEASE OF CLAIMS**A. Release by Plaintiff, Participating Class Members, PAGA Members, and the LWDA**

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

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

91. The Parties understand and agree that this Settlement Agreement, in conjunction with the

Preliminary Approval Order, prohibits and enjoins any Participating Class Member (including Plaintiff) from bringing against the Releasees any of the Released Class Claims or Released PAGA Claims.

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

B. General Release by Plaintiff

93. For and in accepting the consideration of the Class Representative Service Payment, Plaintiff will further make a general release (the “General Release”) on behalf of herself and her heirs, executors, administrators, representatives, successors and assigns, of the Releasees (as defined in Paragraph 50), to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, lawsuits, attorneys’ fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known and unknown, asserted and unasserted, which against the Releasees, Plaintiff (and her heirs, executors, administrators, representatives, successors and assigns) may now have or hereafter later determines that Plaintiff has or had upon or of the Preliminary Approval Date. This includes all of Plaintiff’s claims against the Releasees related to or arising out of Plaintiff’s employment with the Releasees, and/or the cessation of employment or purported employment therefrom. These claims expressly include, but are not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, including, but not limited to, breach of fiduciary duty and equitable claims arising under § 1132(a)(3) (“ERISA”), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer Protection Act,

the California Family Rights Act (“CFRA”), California Equal Pay Law, California Whistleblower Protection Laws, Cal. Bus. and Prof. Code § 17200 *et seq.* (“UCL”), the California Fair Employment and Housing Act, and any and all claims related to the following: failure to pay minimum wages and pay for all hours worked; failure to pay overtime; failure to provide meal periods; failure to provide rest periods; failure to pay meal and rest break premiums; failure to timely pay wages during employment; failure to timely pay wages upon separation; failure to provide reimbursement for necessary business-related expenditures; failure to furnish accurate wage statements; damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, *et seq.*; any alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”); and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim related to whistleblowers or retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Releasees, including any claim for attorneys’ fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date of this General Release; provided, however, that Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any

way restrict Plaintiff's ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further provided, however, that nothing in this Settlement Agreement, including the confidentiality provisions, restricts Plaintiff from disclosing information to assist coworkers or former coworkers with workplace issues or from communicating to third parties for the same purpose, including the NLRB; and further provided, however, that Plaintiff does not waive any rights with respect to, or release the Releasees from, any claims for California Workers' Compensation benefits, unemployment insurance or indemnification provided by state law (except that Plaintiff hereby releases and waives any claims that her termination was to avoid payment of such benefits or payments or that, as a result of her termination, she is entitled to additional benefits or payments); and further provided, however, that Plaintiff does not release any claim that cannot be released by private contract or for breach of the terms of the Settlement Agreement, subject to the confidentiality obligations in Section XII below. Plaintiff's General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Releasees based on the claims released herein to the maximum extent permitted by law.

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

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

have been entered into were it not for this representation and commitment.

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

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

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

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

98. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent

jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, PCG may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Paragraph 112.

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

100. **Revocation Period:** Plaintiff has been given at least twenty-one (21) days to consider this General Release. For a period of seven (7) days following the execution of this Agreement, Plaintiff may revoke her acceptance by delivering a written revocation within the seven (7) day period to PCG's Counsel, Carrie A. Gonell, Morgan, Lewis & Bockius LLP, 600 Anton Blvd., Suite 1800, Costa Mesa, CA 92626.

101. **Neutral Employment Reference:** Plaintiff agrees to obtain references by contacting the toll-free number PCG uses for purposes of employment references (currently The Work Number at 800-367-5690. PCG shall only provide objective statements in response to any future employment references related to Plaintiff. If any potential or future employers request PCG's employment references about Plaintiff, then PCG shall only provide Plaintiff's dates of employment, job titles during employment, and final rates of pay. PCG shall not refer to the Action, this Settlement or otherwise subjectively characterize Plaintiff or Plaintiff's job performance.

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

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

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

103. In conjunction with their Motion for Preliminary Approval, Class Counsel will submit

the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

104. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and PCG's Counsel will expeditiously work together on behalf of the Parties in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and PCG's Counsel will expeditiously work together on behalf of the Parties in good faith to modify the Agreement and otherwise satisfy the Court's concerns. If the Court fails to approve this Settlement for any reason, then the Parties agree to meet and confer, as necessary, to negotiate a settlement that the Court may approve.

105. PCG shall provide to the Settlement Administrator within 30 days after the Preliminary Approval Date the Class Data as set forth in Paragraph 72. PCG shall thereafter, during the notice, approval, opt out, and payment processes, assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact Class Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on Class Members' challenges.

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

107. Class Counsel shall provide the Court at least five (5) days prior to the Final Approval Hearing a declaration by the Settlement Administrator of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

108. Plaintiff's Counsel represents that, to the best of Plaintiff's Counsel's knowledge, they do not currently represent any current or former employee of PCG who is intending to bring claims against PCG or Releasees other than those currently pending in the Action.

IX. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

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

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

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

- (a) Should an appeal be taken from the Final Approval Order, all Parties will support the Final Approval Order on appeal;
- (b) Class Counsel and PCG's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from under this Settlement and assuring delivery of such payments;
- (c) Class Counsel and PCG's Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;
- (d) The Parties and Class Counsel will certify to the Court completion of all

payments required to be made by this Settlement Agreement.

X. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

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

Within 30 days after the Preliminary Approval Date	PCG to provide the Settlement Administrator the Class Data, including name(s), last known mailing addresses, Social Security numbers, and the number of Covered Class Workweeks, and Covered PAGA Pay Periods.
Within 14 days after receipt of Class Member data from PCG	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
60 days after mailing Class Notice	Deadline for Class Members to opt-out or object. This deadline shall be extended by 14 additional days for any Class Member to whom the Settlement Administrator re-mails a Class Notice that is lost, misplaced, misrouted or returned as undeliverable.
1 business day before Final Approval Hearing	Last day to rescind objections or opt-outs.

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

XI. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

112. Notwithstanding any other provision of this Settlement Agreement, PCG shall retain the right, in the exercise of its sole discretion, to nullify and withdraw from the settlement if: (a) the Settlement is construed in such a fashion that PCG is required to pay more than the GSA and Employer's

Payroll Taxes, and, if applicable, any amount for the Gross Settlement Amount 10% Escalation Clause; or (b) more than five percent (5.0%) of Class Members opt-out of the non-PAGA portion of the Settlement; or (c) Plaintiff or Plaintiff's counsel breaches the Confidentiality provision of the MOU and/or this long-form Settlement Agreement, subject to paying any Settlement Administration expenses incurred to date except that under subpart (c) here Plaintiff's counsel would be responsible to pay such expenses. PCG shall provide Class Counsel written notice of its intent no less than 14 days in advance of exercising its rights under this paragraph and shall agree to meet and confer with Class Counsel about its decision in good faith during the 14-day period.

113. If for any reason the Settlement Agreement is not approved, or PCG withdraws from the Settlement, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XII and the non-admission provisions in Paragraph 57. In such an event, neither this Settlement Agreement, nor the Parties' memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and PCG will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

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

XII. CONFIDENTIALITY AND PUBLICITY

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

purpose or in any other action or proceeding.

116. Plaintiff and Plaintiff's Counsel agree not to disclose the terms of this settlement except in court papers, communications with Class Members after the Preliminary Approval Date, or if required by legal process, except that Plaintiff's counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website or through social media, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court.

XIII. PARTIES' AUTHORITY

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

XIV. MUTUAL FULL COOPERATION

118. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel will, with the assistance and cooperation of PCG and PCG's counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

119. The Parties and their counsel shall refrain from taking any action to encourage any Class Members to opt-out of and/or object to the Settlement. PCG shall not oppose Plaintiff's motion for preliminary approval or motion for final approval so long as the motions are in keeping with the terms of this Settlement Agreement.

XV. NOTICES

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

addressed as follows:

To Plaintiff's Counsel:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel.: (949) 379-6250
Fax: (949) 379-6251
jcampbell@aegislawfirm.com
kconnolly@aegislawfirm.com

To PCG's Counsel:

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

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

XVI. MISCELLANEOUS PROVISIONS

A. Captions and Titles

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

B. Drafting

122. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the "drafter" of the Settlement Agreement for purposes of having terms construed against that

party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

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

D. Governing Law

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

E. No Impact on Benefit Plans

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

F. Integration

126. This Settlement Agreement contains the entire agreement between the Parties relating to

the settlement of this Action and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements relating to this Action, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. Waiver of Claims

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

H. No Prior Assignments

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

I. Counterparts and Electronic Signatures

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

[Signatures on following page]

READ CAREFULLY BEFORE SIGNING

PLAINTIFF LISA MARTINEZ

Dated: 10/9/2023

DocuSigned by:

903B4C82923E423...
Lisa Martinez

**DEFENDANT
PUBLIC CONSULTING GROUP LLC**

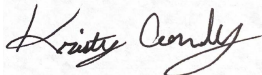
Dated: 10/13/2023


Name: William S. Mosakowski
Title: President and CEO

APPROVED AS TO FORM

AEGIS LAW FIRM, PC

Dated: 10/10/2023


Kristy Connolly
Attorneys for Plaintiff Lisa Martinez

MORGAN, LEWIS & BOCKIUS LLP

Dated: 10/13/2023


Carrie A. Gonell
Attorneys for Defendant
Public Consulting Group LLC

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