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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ALEXANDRIA D. WHITAKER, individually, and on behalf of all others similarly situated, Plaintiff, vs. ADVANCED CALL CENTER TECHNOLOGIES, LLC, a limited liability company; and DOES 1 through 10, inclusive, Defendants	Case No.: 34-2022-00319984-CU-OE-GDS [Assigned For All Purposes To Hon. Jill Talley, Dept 25] **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE** Complaint filed: May 16, 2022 Trial date: Not set

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Alexanderia Whitaker, Julianna Villegas, and Kionya Brownlee ("Plaintiffs") and defendant Advanced Call Center Technologies, LLC ("Advanced Call Center"). The Agreement refers to Plaintiff and Advanced Call Center collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Advanced Call Center captioned *Alexandria Whitaker v. Advanced Call Center Technologies, LLC* initiated on May 16, 2022 and pending in Superior Court of the State of California, County of Sacramento.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" means a person employed by Advanced Call Center in California and classified as an hourly paid or non-exempt employee who worked for Advanced Call Center during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Advanced Call Center's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

1.7. "Court" means the Superior Court of California, County of Sacramento.

1.8. "Defense Counsel" means JoAnna L. Brooks of Pillsbury Winthrop Shaw Pittman LLP.

1.9. "Effective Date" means the date by when the following has occurred: (a) the Settlement has been executed by all of the Parties; (b) the Court enters a Judgment on its Order approving the PAGA Settlement; (c) the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without the filing of any appeal, writ or other appellate proceeding i.e., within 60 calendar days after entry of the Judgment; or (d) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (e) when any appeal, writ or other appellate proceeding has upheld the Court's Judgment with no right to pursue further remedies or relief and (f) the Judgment is final.

1.10. "Gross Settlement Amount" means $700,000.00 which is the total amount Advanced Call Center agrees to pay under the Settlement unless otherwise called for by the Escalator Clause provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Plaintiffs' Enhancement Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs' Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Moon Law Group, PC and Capstone Law APC, the attorneys representing Plaintiffs in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Advanced Call Center for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from May 7, 2021 to January 1, 2025.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.21. "PAGA Notices" means Plaintiff Whitaker's May 7, 2022 letter to Advanced Call Center and the LWDA providing notice pursuant to Labor Code § 2699.3(a) and Plaintiff Villegas's November 6, 2023 letter to Advanced Call Center and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($99,391.78) and the 75% to LWDA ($298,175.34) in settlement of PAGA claims.

1.23. "Plaintiffs" means Alexanderia Whitaker, Julianna Villegas, and Kionya Brownlee, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26. "Released Parties" means: Advanced Call Center Technologies, LLC and each of its former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, assigns, affiliates and subsidiaries.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Advanced Call Center" means named Defendant Advanced Call Center Technologies, LLC.

2. RECITALS.

2.1. On May 16, 2022, Plaintiff Whitaker commenced this Action by filing a Complaint alleging causes of action against Advanced Call Center for Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197), Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7), Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802), Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), and Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). On July 13, 2022, Plaintiff Whitaker filed a First Amended Complaint adding a cause of action against Advanced Call Center for Civil Penalties under PAGA (Cal. Laor Code Section 2699). Following Advanced Call Center's presentation of an enforceable arbitration agreement between Advanced Call Center and Plaintiff Whitaker which contained a class action waiver, the Court granted Plaintiff Whitaker's request for dismissal without prejudice of all causes of action other than for Civil Penalties under PAGA. On June 9, 2025, Plaintiffs' moved this court to consolidate *Alexandria D. Whitaker v. Advanced Call Center Technologies, LLC*, case no. 34-2022-00319984 and *Juliana Villegas v. Advanced Call Center Technologies, LLC,* case no. 23CV010856 (the "Villegas Complaint") via the filing of Plaintiff Whitaker's Second Amended Complaint adding Kionya Brownlee as an additional plaintiff and adding claims asserted in the matter of *Juliana Villegas v. Advanced Call Center Technologies, LLC,* case no. 23CV010856 which was granted on June 24, 2025. Upon the Court's approval of the filing of the Second Amended Complaint, the Parties agreed to stay the Villegas Complaint pending approval of this PAGA settlement and upon entry of the order and judgment approving the Parties' PAGA settlement Plaintiff Villegas will dismiss the Villegas complaint. The Second Amended Complaint is the operative complaint in the Action (the

"Operative Complaint."). Advanced Call Center denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to Advanced Call Center and the LWDA by sending the PAGA Notices.

2.3. On October 15, 2024, the Parties participated in an all-day mediation presided over by professional mediator Jeff Ross, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, documents, data, and an expert analysis.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Unless called for by the Escalator Clause provided in Paragraph 8 below Advanced Call Center promises to pay $700,000.00 as the Gross Settlement Amount. Advanced Call Center has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Advanced Call Center.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3 %, which is currently estimated to be $233,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than $32,599.55. Advanced Call Center will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA

Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Advanced Call Center harmless, and indemnifies Advanced Call Center, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $6,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,500.00, the Administrator will retain the remainder in the Net Settlement Amount to be divided among the Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $397,567.12 to be paid from the Gross Settlement Amount, with 75% ($298,175.34) allocated to the LWDA PAGA Payment and 25% ($99,391.78) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($99,391.78) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 To Plaintiffs': In addition to the Individual PAGA Payments to Plaintiffs, Advanced Call Center does not oppose each Plaintiffs', specifically Alexanderia Whitaker, Julianna Villegas, and Kionya Brownlee, request to each receive an enhancement payment of $10,000.00 from the Gross Settlement Amount, subject to the Court's approval, for their general release of claims and services as the name PAGA representatives.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Advanced Call Center estimates there are 467 Aggrieved Employees who worked a total 10,000 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days after the court enters a Judgment on its Order approving the PAGA Settlement, Advanced Call Center will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Advanced Call Center has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Advanced Call Center must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Advanced Call Center shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Advanced Call Center funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, Plaintiffs' Enhancement Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Advanced Call Center to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Advanced Call Center fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel on behalf of the State of California will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release.

5.1.1. Scope of Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice(s) submitted to the LWDA by Plaintiffs, including claims for civil penalties under the PAGA for violations of the California Labor Code based on Advanced Call Center's alleged failure to pay all wages due (including minimum wages, straight time wages, regular rate wages, and overtime wages), failure to properly calculate overtime pay, failure to provide compliant meal periods, failure to properly calculate meal period premiums, failure to authorize and permit compliant rest periods, failure to properly calculate rest period premiums, failure to provide accurate and itemized wage statements, failure to timely pay all wages due during employment and at the time of termination, failure to reimburse employees for all business-related expenses, unlawful issuance of instruments for the payment of wages not payable in cash on demand without discount and with prior authorization, unlawful deductions from wages previously paid, failure to properly calculate sick leave and provide notice on wage statements, failure to provide written notice of information material to Plaintiffs' employment, failure to keep adequate and compliant wage records, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action under California law, to the extent permissible ("Plaintiffs' Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, specifically including Plaintiffs' Enhancement, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint , and the PAGA Notices, including claims for civil penalties under the PAGA for violations of the California Labor Code based on Advanced Call Center's alleged failure to pay all wages due (including minimum wages, straight time wages, regular rate wages, and overtime wages), failure to properly calculate overtime pay, failure to provide compliant meal periods, failure to properly calculate meal period premiums, failure to authorize and permit compliant rest periods, failure to properly calculate rest period premiums, failure to provide accurate and itemized wage statements, failure to timely pay all wages due during employment and at the time of termination, failure to reimburse employees for all business-related expenses, unlawful issuance of instruments for the payment of wages not payable in cash on demand without discount and with prior authorization, unlawful deductions from wages previously paid, failure to properly calculate sick leave and provide notice on wage statements, failure to provide written notice of information material to Plaintiffs' employment, failure to keep adequate and compliant wage records, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action under California law, to the extent permissible.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA

Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(*l*)(1)), this Agreement (Labor Code § 2699(*l*)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Advanced Call Center estimates that, as of the date of this Settlement Agreement, there were 467 Aggrieved Employees who worked 10,000 Pay Periods during the PAGA Period. If the number of weekly pay periods during the PAGA Period is more than 10% greater than this figure (i.e. if there are more than 11,000 Pay Periods worked by the Aggrieved Employees during this period), Advanced Call Center has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis; or in the alternative, (2) elect to end the PAGA Period at n earlier date than described as the last date of the PAGA Period, in order to limit the covered Pay Periods to 11,000 Pay Periods (or less), in lieu of paying an increase to the Gross Settlement Amount.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Advanced Call Center that any of the allegations in the Operative Complaint have merit or that Advanced Call Center has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Advanced Call Center's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Advanced Call Center reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Advanced Call Center's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Advanced Call Center in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Advanced Call Center unless, prior to the Administrator's payment of all Settlement Funds, Advanced Call Center makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiffs:

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Christopher Garcia
Tamar Chobanian
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Orlando Villalba
Helga Hakimi
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To Advanced Call Center:

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San Francisco, CA 94111
Telephone: (415) 983-1515

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

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

Plaintiff:

9/16/2025
Dated: September ___, 2025 By: Signed by: Alexandria Whitaker 6516D9E7E35B455...
Alexandria Whitaker

10/27/2025
Dated: September ___, 2025 By: Signed by: Julianna Y. Villegas 181DEC36FC324B5...
Julianna Villegas

10/27/2025
Dated: September ___, 2025 By: DocuSigned by: Kionya 1AE6CA676B4C48B...
Kionya Brownlee

Plaintiff's Counsel:

Dated: September ___, 2025

MOON LAW GROUP, PC

By: Signed by: Christopher Garcia 5042CF9C194A429...
Kane Moon
Christopher L. Garcia
Tamar Chobanian

Attorneys for Plaintiffs Alexandria Whitaker and Kionya Brownlee

10/27/2025
Dated: September ___, 2025

CAPSTONE LAW APC

By: ______________________
Orlando Villalba
Helga Hakimi

Attorneys for Plaintiff Julianna Villegas

Defendant:

Dated: ~~September~~ 28, 2025
October
MDK

Advanced Call Center Technologies, LLC

By: Marc Keller
Print Name

Signature

Chief Compliance Officer
Title

Defendant's Counsel:

Dated: ~~September XXXXXXXXXXX 2024~~
October 28, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ JoAnna L. Brooks*
JoAnna L. Brooks

Attorneys for Defendant Advanced Call Center Technologies, LLC