SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

BRENDAN SMITH and INSIYAH HAAMID on behalf of themselves, all others similarly situated, and on behalf of the general public, Plaintiffs, v. NORTH AMERICAN VIDEO CORPORATION; and DOES 1-100, Defendants	Case No. 30-2022-01277227-CU-OE-CXC (Consolidated with Case No. 30-2022-01277262) **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE** Date: November 19, 2026 Time: 2:00 p.m. Judge: Hon. Layne H. Melzer Dept.: CX-103 Reservation No.: 74884848 Action Filed: August 24, 2022 Trial Date: None Set

I. RECITALS

This action is currently pending before this Court as a putative class action and representative action (the "Action"). Plaintiffs Brendan Smith and Insiyah Haamid have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and Settlement Agreement (the "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Parties' Agreement is attached hereto as **Exhibit 1** and is also attached to the Declaration of David Mara, Esq., in Support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement. (ROA No. 266). The Parties' Addendum to the Agreement is attached hereto as **Exhibit 2** and is attached to the Declaration of Jill Vecchi, Esq., in Support of Plaintiffs' Supplemental Brief. (ROA No. 291). The Court has read and considered the Memorandum of Points and Authorities in support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. (ROA Nos. 264-270). The Court has also read and considered Plaintiffs' Supplemental Brief in Support of Their Motion for Preliminary Approval of Class and PAGA Action Settlement and the declaration submitted therewith. (ROA Nos. 287, 291). For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

II. FINDINGS

After review and consideration of the Agreement and Plaintiffs' motion for preliminary approval and the papers in support thereof, the Court hereby finds and orders as follows:

1. The Agreement falls within the range of reasonableness meriting possible final approval.

2. The certification of the Class solely for purposes of settlement is appropriate in that: (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (2) there are questions of law and fact common to the Class which predominate over any individual questions; (3) Plaintiffs' claims are typical of the claims of the Class; (4)

Plaintiffs and their Counsel have fairly and adequately represented and protected the interests of the Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by this case.

4. Plaintiffs do not have any conflicts that would preclude them from serving as Class Representatives, and their appointment comports with the requirements of due process.

5. David Mara, Esq., and Jill Vecchi, Esq. of Mara Law Firm, PC, do not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The notice of proposed class and PAGA action settlement attached as **Exhibit 3** hereto complies with due process because the notice of proposed class and PAGA action settlement is reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed Agreement; and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for class notice and settlement administration is the best notice practicable under the circumstances.

7. The notice of proposed class and PAGA action settlement will provide for the following procedures:

a. The Class Notice will provide that Class Members who wish to exclude themselves from the settlement must mail, email, or fax to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's

intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline. The Class Notice will include a Request for Exclusion Form that Class Members can submit.

b. The Class Notice will provide that the Class Members who wish to object to the settlement must do so in writing, signed, dated, and mailed, emailed, or faxed to the Settlement Administrator postmarked no later than the Response Deadline. The Class Notice will include an Objection Form that Class Members can submit. The Settlement Administrator will provide any objections submitted by Class Members to the Parties' Counsel. In connection with the filing of the final approval motion, Class Counsel will submit any objections from Class Members to the Court. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

c. If a Class Member or PAGA Member who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or PAGA Member may notify the Settlement Administrator by mail, email, fax, or telephone no later than the Response Deadline and

should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The Class Notice will include a Dispute Form that Class Members can submit. The documentation should provide evidence of the dates the Class Member or PAGA Member contends he or she worked for Defendant during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or PAGA Member to Defendant. Defendant shall review its records, the documentation provided by the Class Member or PAGA Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant shall respond within seven (7) business days of the Settlement Administrator reaching out to Defendant. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or PAGA Member and make the decision as to which dates should be applied. While the Settlement Administrator may make the initial determination regarding disputes, the Court may review any decision made by the Settlement Administrator regarding any disputes submitted.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Class is conditionally certified for purposes of settlement only: All individuals who performed work for Defendant in California as independent contractors at any time from August 24, 2018, through March 10, 2026.

3. The Agreement provides for the following release as to Participating Class Members,[1] which is hereby approved conditionally: All Participating Class Members will release and discharge the Released Parties from any and all claims pled in the operative complaint or claims that reasonably could have been pled based on the factual allegations pled in the operative complaint, which includes Plaintiffs' Notice of Violations Letter to the LWDA. The Released Claims shall be for the Class Period.

4. This settlement also releases claims under the Private Attorneys General Act of 2004 ("PAGA"). These claims are asserted on behalf of PAGA Members defined as: All Class Members who worked for Defendant at any time from May 23, 2021, through March 10, 2026.

5. The Agreement provides for the following release as to PAGA Members, which is hereby approved conditionally: PAGA Members shall release Defendant and the Released Parties from any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 pled or claims that reasonably could have been pled based on the factual allegations pled in the operative Notice to the LWDA and the operative complaint. The PAGA Released Claims shall be for the PAGA Period.

6. The settlement appears to be fair, adequate and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

7. Plaintiffs Brendan Smith and Insiyah Haamid are conditionally approved as the Class Representatives for the Class.

8. The Court acknowledges the request for Class Representative Enhancement Payments of $15,000, each, to Plaintiffs Brendan Smith and Insiyah Haamid for their service as class representatives which will be decided at the time of final approval.

9. David Mara, Esq., and Jill Vecchi, Esq., of Mara Law Firm, PC, are conditionally approved as Class Counsel for the Class.

[1] Participating Class Members are Class Members who do not submit a valid and timely request to exclude themselves from the Settlement.

10. The Court acknowledges the request for awards of up to $263,333 in attorneys' fees and up to $60,000 in actual costs payable to Class Counsel which will be decided at the time of final approval.

11. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Enhancement Payments should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department CX103 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Simpluris as the Settlement Administrator.

13. The proposed payment of up to $25,000 in costs to Simpluris for its services as the Settlement Administrator is conditionally approved.

14. The Court also hereby conditionally approves and orders payment from the Gross Settlement Fund of the PAGA Payment of $50,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to PAGA Members).

15. The Court approves, as to form and content, the notice of class and PAGA action settlement in substantially the form attached as **Exhibit 3** hereto. The Court approves the procedure for Class Members and PAGA Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in English and Spanish languages in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

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IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator:	December 10, 2026 [21 calendar days after entry of this Order]
Deadline for Class Data to be Provided to Class Counsel	December 15, 2026 [5 calendar days after receipt of the Class Data]
Deadline for Settlement Administrator to Send Class Notices to Class Members	December 28, 2026[2] [10 calendar days after receipt of the Class Data]
Deadline for Settlement Administrator to Establish the Settlement Website	December 28, 2026[3] [10 calendar days after receipt of the Class Data]
Deadline for Settlement Administrator to Call Class and PAGA Members to Obtain Social Security Numbers ("SSNs")	December 30, 2026 [15 calendar days after receipt of the Class Data]
Deadline for Class Members to Submit Requests for Exclusion, Disputes, and Objections ("Response Deadline")	February 26, 2027 [60 calendar days after mailing of Notice to Class Members]
Deadline for Settlement Administrator to Send a Reminder Postcard and Email to Class and PAGA Members Without Known SSNs	November 23, 2026 [30 calendar days after mailing of Notice to Class Members]
Deadline for Settlement Administrator to Send a Second Reminder Postcard and Email to Class and PAGA Members Without Known SSNs	January 27, 2026 [60 calendar days after mailing of Notice to Class Members]

[2] This deadline falls on December 25, 2026. It has been moved to the next business day.
[3] This deadline falls on December 25, 2026. It has been moved to the next business day.

Deadline for Class Members with Re-Mailed Class Notices to Submit Requests for Exclusion, Disputes, and Objections	April 13, 2027[4] [45 days after the date of the re-mailing or the Response Deadline, whichever is later]
Deadline for Class Counsel to file a Motion for Final Approval	May 5, 2027 [16 court days before Final Approval Hearing]
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	May 5, 2027 [16 court days before Final Approval Hearing]
Final Approval Hearing and Final Approval	May 27, 2027, at 2:30 p.m.

IT IS SO ORDERED.

Dated: _____

By_____
Honorable Layne H. Melzer
Orange County Superior Court Judge

[4] If the remailed notice is mailed on the last day of the notice period. This date has been adjusted to the next business day.

Exhibit 1

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JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is made between Plaintiffs Brendan Smith and Insiyah Haamid on behalf of themselves and the putative class ("Plaintiffs") and Defendant North American Video Corporation ("Defendant") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties"). This agreement is intended to settle the lawsuits designated: *Brendan Smith and Insiyah Haamid v. North American Video Corporation* (Orange County Case No. 30-2022-01277227-CU-OE-CXC) (the "Class Action") and *Brendan Smith v. North American Video Corporation* (Orange County Case No. 30-2022-01277262-CU-OE-CXC) (the "PAGA Action").

I. DEFINITIONS

In addition to the other terms defined in this agreement, the terms below have the following meaning:

1. **Administration Costs**: The costs incurred by the Settlement Administrator, Simpluris, to administer this Settlement, which shall not exceed $25,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

2. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."

3. **Attorneys Fee Award**: The amount of attorneys' fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed one-third of the Gross Settlement Amount, which amount is $263,333. The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

4. **Class**: All individuals who performed work for Defendant in California as independent contractors at any time from August 24, 2018, through whichever date is earlier: March 10, 2026, or the date of the initial preliminary approval hearing.

5. **Class Counsel**: David Mara, Jill Vecchi, and Carter Cordura of Mara Law Firm, PC.

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6. **Class Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number or employer identification number, if available; (4) telephone number, if available; and (5) the total number of Work Orders the Class Member performed for Defendant in California during the Class Period. The Class Data shall be based on Defendant's payroll, personnel, and other business records.

7. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

8. **Class Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

9. **Class Period**: August 24, 2018, through whichever date is earlier: March 10, 2026, or the date of the initial preliminary approval hearing.

10. **Class Representatives**: Brendan Smith and Insiyah Haamid.

11. **Class Representative Enhancement Payments**: The amount the Court awards to the Class Representatives, Brendan Smith and Insiyah Haamid, which will not exceed $15,000 each. These payments shall be paid from the Gross Settlement Amount and are being offered in consideration for Plaintiffs executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. These payments are also offered in consideration for Plaintiffs' actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiffs put into pursuing the litigation. If the Court awards less than the amounts requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

12. **Cost Award**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed $60,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.

13. **Counsel for Defendant:** Dana A. Kravetz and Amanda K. Monroe of Michelman & Robinson, LLP.

14. **Court**: Superior Court of California for the County of Orange.

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15. **Defendant**: North American Video Corporation.

16. **Disbursement of the Settlement:** Within ten (10) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to PAGA Members; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA.

17. **Effective Final Settlement Date:** The effective date of this settlement will be the later of the time when either: (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) the date the Court enters an order on final approval of the settlement, if there are no objections.

18. **Employer Taxes**: Defendant's share of any applicable employer-side payroll taxes on the wage portion of the Net Settlement Amount (including Defendant's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities will be paid by Defendant separate and apart from the Gross Settlement Amount.

19. **Final Judgment or Final Approval**: The final order entered by the Court approving this Agreement.

20. **Funding of Settlement:** Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later sixty (60) calendar days after the Effective Final Settlement Date.

21. **Gross Settlement Amount or GSA**: The total value of the settlement is a non-reversionary $790,000. This is the gross amount Defendant can be required to pay under this Settlement Agreement, with the exception of its obligation to pay Employer Taxes, or if the Escalator Provision is triggered. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to PAGA Members, as approved by the Court. Defendant's portion of Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

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22. **Individual Class Settlement Share(s)**: Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of Work Orders they performed for Defendant in California during the Class Period. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.

23. **Individual PAGA Settlement Share(s)**: PAGA Members will receive a pro-rated share of the PAGA Payment allocated for distribution to PAGA Members (*i.e.*, 25% of the PAGA Payment), based on the number of Work Orders they performed for Defendant in California during the PAGA Period.

24. **LWDA**: California Labor and Workforce Development Agency ("LWDA"). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, and has delegated such authority to Plaintiff Brendan Smith with regard to the claims in this Action through the procedural mechanisms provided for by statute.

25. **LWDA Payment**: Refers to the Seventy-five percent (75%) of the PAGA Payment of $50,000 that is to be paid to the LWDA as described in this Settlement (*i.e.*, $37,500).

26. **Net PAGA Settlement Amount or NPSA:** The total amount of money for payout to PAGA Members, which is the PAGA Payment less the LWDA Payment (*i.e.*, $12,500).

27. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payments, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the portion of the settlement shares allocated as wages.

28. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

29. **PAGA Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each PAGA Member: (1) first and last name; (2) last known mailing address; (3) social security number or employer identification number (if available); (4) telephone

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number (if available); and (5) the total number of Work Orders the PAGA Member performed for Defendant in California during the PAGA Period, or the data from which the Settlement Administrator may calculate the total number of pay periods The PAGA Data shall be based on Defendant's invoices and other business records. The PAGA Data need not be provided separate from the Class Data and it will be the responsibility of the settlement administrator to calculate the relevant data points.

30. **PAGA Members**: All Class Members who worked for Defendant at any time from May 23, 2021, through whichever date is earlier: March 10, 2026, or the date of the initial preliminary approval hearing.

31. **PAGA Payment**: Refers to the $50,000 the Parties have agreed to settle the PAGA claims. 75% of this amount, or $37,500, shall be paid to the LWDA. The remaining 25% of the $50,000, or $12,500, shall become part of the Net PAGA Settlement Amount payable to PAGA Members.

32. **PAGA Period**: May 23, 2021, through whichever date is earlier: March 10, 2026, or the date of the initial preliminary approval hearing.

33. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which PAGA Members will receive an Individual PAGA Settlement Share payment.

34. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

35. **Parties**: Plaintiffs Brendan Smith and Insiyah Haamid, as individuals and as Class Representatives, and Defendant North American Video Corporation.

36. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.

37. **Released Class Claims**: All Participating Class Members will release and discharge the Released Parties from any and all claims pled in the operative complaint or claims that reasonably could have been pled based on the factual allegations pled in the operative complaint, which includes Plaintiffs' Notice of Violations Letter to the LWDA. The Released Claims shall be for the Class Period.

38. **Released PAGA Claims**: PAGA Members shall release Defendant and the Released Parties from any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 pled or claims that reasonably could have been pled based on the factual allegations pled in the operative Notice to the LWDA and the operative complaint. The PAGA Released Claims shall be for the PAGA Period.

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39. **Released Parties**: Defendant North American Video Corporation, and all of its current, former, and future parents, related companies, affiliates, owners, subsidiaries, predecessors and successors, and all of their agents, employees, officers, directors, managers, spouses, vendors/contractors, partners, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the preceding for the claims alleged.

40. **Response Deadline**: Sixty (60) calendar days from the initial mailing of the Class Notices.

41. **Settlement Administration**: The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

42. **Settlement Administrator**: The third party administrator agreed upon by Parties to administer this Settlement is Simpluris.

II. RECITALS

43. On May 23, 2022, Plaintiff Brendan Smith provided timely written notice to Defendant and the LWDA of his claim for PAGA penalties by sending a PAGA Notice.

44. Plaintiff Brendan Smith filed this wage and hour putative class action against NAVCO on August 24, 2022 (Case No. 30-2022-01277227-CU-OE-CXC) (the "Class Action").

45. On October 11, 2022, Defendant filed an answer to Plaintiff Smith's class action complaint.

46. On August 24, 2022, Plaintiff Brendan Smith filed a representative action under the Private Attorneys General Act of 2004 ("PAGA") against NAVCO. The operative PAGA complaint alleges that NAVCO violated the PAGA because NAVCO: (1) failed to pay all straight time wages; (2) failed to pay all overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to pay all wages due at the time of termination of employment; (6) knowingly and intentionally failed to comply with itemized employee wage statement provisions; (7) failed to pay employees two times per

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month; (8) failed to reimburse employees for all business expenses; and (9) willfully misclassified employees as independent contractors (Case No. 30-2022-01277262-CU-OE-CXC) (the "PAGA Action").

47. On October 13, 2022, Defendant filed an answer to Plaintiff Smith's PAGA complaint.

48. On November 18, 2022, the Parties stipulated to consolidate the Class and PAGA Actions. The Actions were related effective from December 8, 2022.

49. On November 30, 2022, Plaintiff propounded one set of interrogatories and one set of requests for production of documents on Defendant regarding Defendant's policies and procedures that applied to Plaintiff and the class members, including policies and practices relating to and regarding meal and rest periods, misclassification of employees, and payroll and timekeeping. Defendant responded to this discovery and produced relevant documents on February 9, 2023. Thereafter, Plaintiff sent Defendant a meet and confer letter over Defendant's discovery responses. The Parties have been extensively meeting and conferring over Defendant's discovery responses. On December 18, 2023, Defendant produced a 20% sampling of class member records. On September 23, 2024, Defendant provided first supplemental responses to Plaintiff Smith's requests for production of documents set one and provided an additional document production.

50. On September 26, 2023, Defendant propounded one set of form interrogatories – general, one set of requests for admission, one set of requests for production of documents, and one set of special interrogatories on Plaintiff. Plaintiff responded to this discovery on October 6, 2023. The Parties then met and conferred over this discovery and Plaintiff provided amended responses to Defendant's requests for production and special interrogatories on February 6, 2024.

51. The Parties attended a private mediation on February 15, 2024, with mediator Steve Serratore. This mediation was unsuccessful.

52. The Parties agreed to engage in the *Belaire-West* notice process. The Parties agreed on a *Belaire-West* notice and the notice was sent to putative class members on July 8, 2024.

53. On August 20, 2024, Plaintiff propounded a second set of special interrogatories and requests for production of documents. Defendant responded to this discovery on September 23, 2024.

54. Defendant took Plaintiff Brendan Smith's deposition in person in Irvine, California on February 26, 2025.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

55. On May 7, 2025, Plaintiff took the deposition of Defendant's Person Most Qualified witness, Kim Meiss.

56. On June 26, 2025, Plaintiff filed an ex parte application to continue the class certification hearing and briefing deadlines, which Defendant opposed. The Court held a hearing on this motion on June 30, 2025. The Court granted Plaintiff Smith's ex parte application.

57. On June 26, 2025, Plaintiff filed a Motion for Leave to File First Amended Complaint, which Defendant opposed. The Court held a hearing on this motion on November 13, 2025. The Court granted Plaintiff Smith's motion.

58. On November 24, 2025, Plaintiff Brendan Smith filed a First Amended Complaint adding Plaintiff Insiyah Haamid as a named Plaintiff and class representative. The operative class complaint alleges that NAVCO: (1) failed to pay all straight time wages; (2) failed to pay all overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) knowingly and intentionally failed to comply with itemized employee wage statement provisions; (6) failed to pay all wages due at the time of termination of employment; (7) failed to reimburse employees for all business expenses; and (8) violated the Unfair Competition Law.

59. On December 9, 2025, the Court held an Informal Discovery Conference regarding outstanding discovery issues.

60. On December 18, 2025, Plaintiff Insiyah Haamid responded to Defendant's requests for production of documents ahead of his deposition.

61. Defendant filed an answer to Plaintiffs' First Amended Complaint on December 29, 2025.

62. On December 22, 2025, Defendant took the first volume deposition of Plaintiff Insiyah Haamid.

63. On January 6, 2026, Defendant took the second volume deposition of Plaintiff Insiyah Haamid.

64. On January 9, 2026, the Parties attended a second mediation with Mr. Serratore. At the conclusion of this mediation, Mr. Serratore issued a mediator's proposal that was ultimately accepted by the Parties.

65. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the

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difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the settlement set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, as it provides a definite, present sum of money.

66. Defendant's Reasons for Settlement. Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the Released Claims.

67. Defendant's Denial of Wrongdoing. Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the actions are not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

68. Plaintiffs' Claims. Plaintiffs assert that Defendant's defenses are without merit. Neither this Settlement Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the actions. However, in the event that this settlement is finally approved by the Court, the Plaintiffs, Participating Class Members, and Class Counsel will not oppose Defendant's efforts to use this Settlement Agreement to prove that Plaintiffs and Participating Class Members have resolved and are forever barred from re-litigating the claims released under this Settlement Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

69. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Gross Settlement Amount is a non-reversionary $790,000. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendant's portion of Employer taxes will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

69.1 **Escalator Provision**: Class Members performed approximately **34,423** Work Orders in California during the Class Period. If the number of actual total Work Orders worked by Class Members during the Class Period, as reported to the Settlement Administrator following preliminary approval, exceeds this amount by more than 15% (i.e., if there are **39,586** or more total Work Orders), Defendant will pay an additional sum necessary to increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 20% increase in Work Orders, Defendant would increase the Gross Settlement Amount by 5%).

70. **Class Certification**. Solely for the purposes of this settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this settlement to occur, the Court must certify the Class as defined in this Settlement Agreement.

71. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this settlement only. If the settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this action or in any other lawsuit. If the settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

72. **Appointment of Class Representatives.** Solely for the purposes of this settlement, the Parties stipulate and agree Plaintiffs Brendan Smith and Insiyah Haamid shall be appointed as representatives for the Class.

73. **Appointment of Class Counsel.** Solely for the purpose of this settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

74. **Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

Settlement Share from the Net Settlement Amount to each Participating Class Member.

74.1 Calculation.

74.1.1 Individual Class Settlement Share Calculation. Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of Work Orders they performed in California for Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of Work Orders performed by all Class Members during the Class Period for which Class Members did not already release their claims against Defendant; the Settlement Administrator shall then divide the Net Payment by the total number of Work Orders resulting in a value for each Work Order attributable to Class Members ("Work Order Value"); the Settlement Administrator shall then take the number of Work Orders worked by each Class Member and multiply it by the Work Order Value.

74.2 Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 10% wages, 45% penalties, and 45% interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member's Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

75. Individual PAGA Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each PAGA Member.

75.1 Calculation.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

75.1.1. Individual PAGA Settlement Share Calculation. PAGA Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of Work Orders they performed in California for Defendant during the PAGA Period. The formula for distribution to PAGA Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of Work Orders performed by all PAGA Members during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of Work Orders resulting in a value for each Work Order attributable to PAGA Members ("Work Order Value"); the Settlement Administrator shall then take the number of Work Orders worked by each PAGA Member and multiply it by the Work Order Value.

75.2 Tax Withholdings. Each PAGA Member's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

76. Constituents of Gross Settlement Amount Disbursement. Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

76.1 To the Named Plaintiff: In addition to his Individual Settlement Shares, and subject to the Court's approval, the named Plaintiffs will receive up to $15,000 each in consideration for providing Defendant a General Release, a release that is broader than the claims released by Participating Class Members; for the benefits they conferred upon Class Members; and for the time and effort they put into pursuing this litigation. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to Plaintiffs with respect to their Class Representative Enhancement Payments.

76.2 To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed one-third of the GSA and a Cost Award not to exceed $60,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

76.3 To the Responsible Tax Authorities. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of normal payroll withholding taxes to the appropriate taxing authorities.

76.4 To the Settlement Administrator. The Settlement Administrator – Simpluris – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed $25,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

76.5 To the LWDA and PAGA Members. The Settlement Administrator will pay $37,500 of the PAGA Payment to the LWDA. This is 75% of the $50,000 allocated to satisfy the PAGA penalties claim. The remaining 25% of the PAGA Payment (which equates to $12,500) shall become part of the Net PAGA Settlement Amount payable to PAGA Members.

76.6 To Participating Class Members. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to

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Participating Class Members and PAGA Members shall be made from the Gross Settlement Amount.

77. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Simpluris shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and PAGA Members; performing skip traces and remailing notices to Class Members and PAGA Members; calling Class Members and PAGA Members with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and PAGA Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and PAGA Members; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, PAGA Members, and Plaintiff with a W-2 and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; and for such other tasks as outlined in this Agreement or upon which the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris or otherwise have a relationship with Simpluris that could create a conflict of interest.

78. Procedure for Approving Settlement.

78.1 Cooperation.

78.1.1 All Parties and their counsel shall support the settlement and take such steps as are reasonably necessary to effectuate the settlement.

78.2 Motion for Preliminary Approval and Conditional Certification.

78.2.1 Plaintiffs will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

78.2.2 At the same time that Plaintiffs file their Motion for Preliminary Approval, Plaintiffs shall upload a copy of the Settlement Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

78.2.3 At the Preliminary Approval hearing, Class Counsel will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

78.2.4 **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments.

78.3 **Notice to Class Members and PAGA Members.** After the Court enters its Preliminary Approval Order, every Class Member and PAGA Member will be provided with the Class Notice in accordance with the following procedure:

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

78.3.1 Delivery of Class and PAGA Data. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendant's payroll, invoices, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

78.3.2 Preparation of Class Notices. Based on the information in the Class and PAGA Data and the formulae set forth herein, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and PAGA Member, to be included in the individualized Class Notices to be sent to that Class Member and/or PAGA Member, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and PAGA Members. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection. The Notice will also explain that because the Settlement Administrator may not have each Class Members' Social Security Number on file, Class Members will have to submit to the Settlement Administrator an IRS W-9 Form (or

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

equivalent) within the time frames specified in this Agreement in order to receive an Individual Settlement Share. The W-9 Form (or equivalent) will be included with the Class Notice mailed to Class Members and shall also made available to Class Members pursuant to Paragraph 78.3.3.

78.3.3 Mailing and E-Mailing of Class Notices. Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice and IRS W-9 Form to all identified Class Members and PAGA Members using the mailing address information provided by Defendant and the results of the search of the National Change of Address Database on all Class Members and PAGA Members. The Settlement Administrator shall also e-mail the Class Notices to each Class Member at the email address Defendant has on file, if any. The email shall include a link which the Class Member can use to submit their Social Security Number to the Settlement Administrator.

78.3.4 Gathering of Social Security Numbers Prior to Mailing. Five (5) calendar days after receipt of the Class Data, the Settlement Administrator shall provide the Class Data to Class Counsel. Within fifteen (15) calendar days of receiving the Class Data, the Settlement Administrator shall call each Class Member in an attempt to obtain the Class Member's Social Security Number. The Settlement Administrator shall call each Class Member without a known Social Security Number a minimum of two (2) times to try to obtain this information. Class Counsel will also try to obtain Class Members' Social Security Numbers by likewise calling each Class Member without a known Social Security Number a minimum of two times.

78.3.5 Reminder Postcards and Emails. Thirty (30) days after the Class Notice is mailed, the Settlement Administrator shall send a reminder postcard and reminder email to those Class Members for whom the Settlement Administrator has not received Social Security Number. Sixty (60) days after the Class Notice is issued, the Settlement Administrator shall

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

send a second reminder postcard and email to those Class Members for whom the Settlement Administrator has not received a Social Security Number. The second reminder shall disclose the amount due to the Class Member and make a follow-up request for the Class Member's Social Security Number.

78.3.6 Returned Notices. If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Class Member shall have forty-five (45) days after the date of remailing or the Response Deadline, whichever is later, to respond to the settlement by submitting a request for exclusion, objection, or dispute. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.

78.3.7 Weekly Status Reports. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received. The Settlement Administrator's weekly status report shall also include the total number of known Social Security Numbers and the total outstanding Social Security Numbers to be collected.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

78.3.8 Settlement Administrator's Declaration. No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

78.4 Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the settlement must do so in writing, signed, dated, and mailed, emailed, or faxed to the Settlement Administrator postmarked no later than the Response Deadline. The Class Notice will include an Objection Form that Class Members can submit. The Settlement Administrator will provide any objections submitted by Class Members to the Parties' Counsel. In connection with the filing of the final approval motion, Class Counsel will submit any objections from Class Members to the Court.

78.4.1 Format. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

78.4.2 Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

78.5 Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the settlement must mail, email, or fax to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline. The Class Notice will include a Request for Exclusion Form that Class Members can submit.

78.5.1 Effect of "Opt-Out." Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this settlement. If the Class Member is also an PAGA Member as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. PAGA Members have no right to opt-out of the PAGA Settlement.

78.5.2 Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement. The Court shall have the final say on the validity and authenticity of requests for exclusion.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

78.5.3 Report. No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

78.6 Class Member and PAGA Member Disputes. If a Class Member or PAGA Member who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or PAGA Member may notify the Settlement Administrator by mail, email, fax, or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The Class Notice will include a Dispute Form that Class Members can submit. The documentation should provide evidence of the dates the Class Member or PAGA Member contends he or she worked for Defendant during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or PAGA Member to Defendant. Defendant shall review its records, the documentation provided by the Class Member or PAGA Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant shall respond within seven (7) business days of the Settlement Administrator reaching out to Defendant. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or PAGA Member and make the decision as to which dates should be applied. While the Settlement Administrator may make the initial determination regarding disputes, the Court may review any decision made by the Settlement Administrator regarding any disputes submitted.

78.7 No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the settlement, or appeal from the Judgment.

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

78.8 Motion for Final Approval.

78.8.1 Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

78.8.2 Denial or Appeal of Final Approval. If the Court does not grant Final Approval of the settlement, or if the Court's Final Approval of the settlement is reversed or materially modified on appellate review, then this settlement will become null and void. If that occurs, the Parties will have no further obligations under the settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

78.8.3 Proposed Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action pursuant to both California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h) for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law. The Final Approval Order and Judgment shall be posted on the settlement website for a period of at least thirty (30) days after entry of Judgment.

78.9 Settlement Website. The Settlement Administrator shall establish a website to allow Class Members to submit their Social Security Numbers to the Settlement Administrator and to host documents relevant to this lawsuit and the proposed settlement. Such documents shall include: the operative complaint, this Joint Stipulation and Settlement Agreement, the Class Notice and related documents, and the preliminary and final approval orders. The URL for the website shall be: www.NAVCOSettlement.com.

78.10 Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

78.11 Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

78.12 Final Request for Social Security Number. Within fourteen (14) days following entry of the Final Approval Order, the Settlement Administrator shall issue a final request postcard and email for a Social Security Number to those Participating Class Members for which it does not have a Social Security Number on file for. This final request postcard and email shall state the amount due to the Participating Class Member, explain that the Participating Class

Docusign Envelope ID: F2EB7158-7C00-848F-837F-0C43A4A78525

Member must submit their Social Security Number in order to receive a settlement check and advise the Participating Class Member that if their Social Security Number is not submitted, their settlement funds will be sent to the State of California's Unpaid Wage Fund in their name.

78.13 Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

78.13.1 Funding the Settlement: Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement no later than sixty (60) calendar days after the Effective Final Settlement Date.

78.13.2 Disbursement: Within ten (10) calendar days after the Defendant provides the GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to PAGA Members; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.

78.13.3 Returned Settlement Checks. If a settlement check is returned because of an incorrect address, within five (5) calendar days from receipt of the returned settlement check, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the settlement check to

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the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a settlement check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.

78.13.4 Qualified Settlement Fund or QSF: The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

78.14 Settlement Administrator's Final Report. Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

78.15 Uncashed Checks. Participating Class Members and PAGA Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

78.15.1 Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

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78.15.2 The funds from individual settlement checks attributed to Participating Class Members with unknown Social Security Numbers and the funds from any checks that remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice are deemed "Uncashed Checks." The Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the Uncashed Checks. All funds associated with the Uncashed Checks shall be tendered to the State of California's Unpaid Wage Fund, in the name of the Class Member. In such event, the Class Member who did not cash his or her check shall nevertheless remain bound by the settlement and can recover their settlement funds from the State of California's Unpaid Wage Fund at a later date.

78.16 Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this action outside of the Gross Settlement Amount.

79. Release of Class Claims. As of the date Defendant funds the settlement, Class Members who do not submit a timely and valid request for exclusion shall release the Released Parties from the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.

80. Release of PAGA Claims. As of the date Defendant funds the settlement, PAGA Members shall release the Released Parties from the Released PAGA Claims. PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released PAGA Claims.

81. Plaintiffs' Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payments to the named Plaintiffs, Plaintiffs shall give the following general release of claims for themselves and their respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or

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termination of, such employment. Plaintiffs' Release of Claims also includes a waiver of 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.

This release excludes any release of any claims not permitted to be released by law.

82. Miscellaneous Terms

82.1 No Admission of Liability. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the action, or that but for the settlement, a Class should be certified in the action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This settlement and Plaintiffs' and Defendant's willingness to settle the action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this settlement).

82.2 No Effect on Employee Benefits. The Class Representative Enhancement Payments and/or Individual Settlement Shares paid to Plaintiffs and Participating Class Members and/or PAGA Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members or PAGA Members. The Parties agree that any Class Representative Enhancement Payments and/or Individual Settlement Share paid to Plaintiffs or the Participating Class Members and/or PAGA Members under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' and/or PAGA Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any

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Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

82.3 Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

82.4 Authorization to Enter Into Settlement Agreement. Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

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

82.6 Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the settlement, pending the Final Approval hearing to be conducted by the Court.

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82.7 Amendment or Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

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

82.9 No Prior Assignment. Plaintiffs hereby 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.

82.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

82.11 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

82.12 No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and PAGA Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and PAGA Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or PAGA Member, such Class Member assumes all responsibility for the payment of such taxes.

82.13 Jurisdiction of the Court. The Court shall retain jurisdiction pursuant to both California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h) with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the

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Settlement embodied in this Agreement and all orders and judgments in connection therewith.

82.14 Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

82.15 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.

82.16 **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: 6/4/2026

DocuSigned by:
[signature]
Brendan Smith

DATED: 6/3/2026

Signed by:
Insiyah Haamid
Insiyah Haamid

DATED: _____

_____
Jim Kauker
North American Video Corporation

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Settlement embodied in this Agreement and all orders and judgments in connection therewith.

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IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: _____

_____
Brendan Smith

DATED: _____

_____
Insiyah Haamid

DATED: 6/1/2026

Signed by:
Jim Kauker
5C3BA4BC86E74AF...

Jim Kauker
North American Video Corporation

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DATED: 6/3/2026

DocuSigned by:
David Mara
[illegible]

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiffs

DATED: _____

_____

Dana A. Kravetz, Esq.
Amanda K. Monroe, Esq.
MICHELMAN & ROBINSON, LLP
Counsel for Defendant

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DATED: _____

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiffs

DATED: June 1, 2026

Dana A. Kravetz, Esq.
Amanda K. Monroe, Esq.
MICHELMAN & ROBINSON, LLP
Counsel for Defendant

Exhibit A

ORANGE COUNTY SUPERIOR COURT

If you performed one or more Work Order for North American Video Corporation ("NAVCO" or "Defendant") in California as an independent contractor at any time between August 24, 2018, and March 10, 2026, a class and PAGA action settlement will affect your rights. You may be entitled to a payment under this settlement.

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

Former technicians Brendan Smith and Insiyah Haamid ("Plaintiffs") filed a proposed class action lawsuit and a California Private Attorneys General Act ("PAGA") lawsuit against NAVCO. The lawsuits allege claims against NAVCO asserting that NAVCO improperly classified some of its technicians as independent contractors thereby denying these individuals of rights they are entitled to under California law. NAVCO denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the cases. The Parties have agreed to settle the claims set forth in the lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS:	
DO NOTHING	Get a settlement payment and give up any rights to sue for the Released Claims (defined below).
EXCLUDE YOURSELF	Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against NAVCO involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Member.
OBJECT	Write to the Court about why you don't agree with the settlement.

Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

The proposed Settlement has two main parts: (1) a class settlement, and (2) a PAGA settlement. Based on NAVCO's records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be $INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be $INSERT**. The actual amount you may receive likely will be different and will depend on a number of factors.

IN ORDER TO RECEIVE A SETTLEMENT PAYMENT, THE SETTLEMENT ADMINISTRATOR NEEDS YOUR SOCIAL SECURITY NUMBER. THE SETTLEMENT ADMINISTRATOR [DOES/DOES NOT] HAVE YOUR SOCIAL SECURITY NUMBER ON FILE. IF THE SETTLEMENT ADMINISTRATOR DOES NOT HAVE YOUR SOCIAL SECURITY NUMBER ON FILE, YOU MUST SUBMIT THE ENCLOSED IRS W-9 FORM TO THE SETTLEMENT ADMINISTRATOR OR

SECURELY SUBMIT YOUR SOCIAL SECURITY NUMBER ONLINE AT www.[redacted].com.

WHAT INFORMATION IS IN THIS NOTICE?

1. Why did I get this notice?	Page 2
2. What is this lawsuit about?	Page 2
3. How does a class and PAGA action settlement work?	Page 3
4. Who are the attorneys representing the parties?	Page 3
5. How do I participate in the settlement?	Page 3
6. How do I request to be excluded from the settlement?	Page 4
7. How do I object to the settlement?	Page 5
8. How does this settlement affect your rights?	Page 6
9. How much is the settlement?	Page 6
10. How much can I expect to receive from the settlement?	Page 7
11. Will taxes be taken out of my settlement share?	Page 8
12. How Do I Submit My Social Security Number to Receive a Settlement Payment?	Page 8
13. When can I expect to receive money from the settlement?	Page 9
14. How will the attorneys be paid?	Page 9
15. How will the class representative be paid?	Page 10
16. What do I do if I need more information or have questions?	Page 10

1. Why Have I Received this Notice?

NAVCO's records indicate that you performed one or more Work Order for NAVCO as a technician that was classified as an independent contractor by NAVCO at sometime between August 24, 2018, and March 10, 2026. This period of time is referred to as the "Class Period." If you performed at least one Work Order for NAVCO in California as a technician NAVCO classified as an independent contractor during the Class Period, you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. What is this Case About?

On May 23, 2022, Plaintiff Brendan Smith provided notice to the Labor and Workforce Development Agency ("LWDA") of his claim for PAGA penalties. Plaintiff Brendan Smith filed this wage and hour putative class action against NAVCO on August 24, 2022 (Case No. 30-2022-01277227-CU-OE-CXC) (the "Class Action"). On August 24, 2022, Plaintiff Brendan Smith filed a representative action under the Private Attorneys General Act of 2004 ("PAGA") against NAVCO (Case No. 30-2022-01277262-CU-OE-CXC) (the "PAGA Action"). On November 21, 2022, the Parties stipulated to consolidate the Class and PAGA Actions. The Actions were consolidated effective December 19, 2022.

On November 24, 2025, Plaintiff Brendan Smith filed a First Amended Complaint adding Plaintiff Insiyah Haamid as a named Plaintiff and class representative. The operative class complaint alleges that NAVCO: (1) failed to pay all straight time wages; (2) failed to pay all overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) knowingly and intentionally failed to comply with itemized employee wage statement provisions; (6) failed to pay all wages due at the time of termination of employment; (7) failed to reimburse employees for all business expenses; and (8) violated the Unfair Competition Law. Defendant NAVCO expressly denies that it did anything wrong or that it

violated the law and further denies any liability whatsoever to Plaintiffs or to the Class and PAGA Members.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, **the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong.** By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. How Does this Class and PAGA Action Settlement Work?

Plaintiffs and their attorneys believe the settlement is fair, adequate, and reasonable. The Orange County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing], 2026 at [time a.m./p.m.], in Department CX102 before Judge Layne H. Melzer at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The date of the Final Approval Hearing may change without further notice to the Class or PAGA Members. You are advised to check the Court's website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class and PAGA Members ("Class Counsel")	Attorneys for NAVCO
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	**MICHELMAN & ROBINSON, LLP** Dana A. Kravetz dkravetz@mrllp.com Amanda K. Monroe amonroe@mrllp.com 10880 Wilshire Blvd., 19th Floor Los Angeles, California 90024 Telephone: (310) 299-5500

The Court has appointed Mara Law Firm, PC, to represent you and all other Class Members and PAGA Members simultaneously in this Settlement. You are not required to hire your own attorney because Mara Law Firm, PC, is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. How do I Participate in the Settlement?

If you do nothing, you will automatically be included as a participant in this Settlement and entitled to money under the settlement, provided the Settlement Administrator has your Social Security Number ("SSN"). By participating in the Settlement, you will be bound by the Release described in Section 8 below.

If the Settlement Administrator does not have your SSN on file, **you must submit it to receive**

an individual settlement check. NAVCO's records show that your SSN **[is/is not]** on file. If your SSN is **not** on file, you **must** submit your SSN to receive a Settlement payment from this Settlement. To securely submit your SSN to the Settlement Administrator only, fill out the enclosed IRS W-9 Form and return it to the Settlement Administrator by mail, email, or fax. The Settlement Administrator's information is:

NAVCO Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Email: INSERT
Fax: INSERT

Alternatively, you can go onto the settlement website (www._____.com) and submit your SSN there. If you have questions about how to fill out the IRS W-9 Form or how to submit your SSN online, please call the Settlement Administrator at [phone number].

It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note*: *NAVCO will not retaliate against you in any way for either participating or not participating in this Settlement.

If you do nothing, you ***will*** be entitled to money under the settlement and ***will*** be bound by the release of claims stated in this notice.

6. How Do I Request to be Excluded from the Settlement?

If you request to be excluded from the settlement, you **will not** receive any part of the class portion of the settlement. This is the only option that allows you to ever be a part of any other lawsuit against NAVCO about the legal claims and statutory period alleged in this case. By timely opting out, you will no longer receive any part of the class portion of the Settlement, nor bound by the release of class claims. You will still be bound by the release of PAGA claims.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:	
How can I request to be excluded from the settlement?	You can request to be excluded from the class portion of the settlement by mailing, emailing, or faxing the Settlement Administrator a written request for exclusion. To do this, you can use the enclosed Request for Exclusion Form.
Is there a deadline to request to be excluded?	You must postmark or email/fax your completed Request for Exclusion Form or other written request to be excluded by 60 DAYS AFTER MAILING. If your settlement notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to respond to the settlement will be forty-five (45) days from the date your notice was remailed.

What information do I need to provide?	You must fully complete the enclosed Request for Exclusion Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, current address, telephone number, last four digits of your Social Security number; (2) state your intention to exclude yourself from or opt-out of the Settlement, (3) be addressed to Settlement Administrator; and (4) your signature and date of signature or your lawful representative signature and date of signature. A written request for exclusion must be postmarked or emailed/faxed by 60 DAYS AFTER MAILING.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you performed one or more Work Orders for NAVCO at any time between May 23, 2021, and March 10, 2026, and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

The Court's judgment, whether favorable or not, will be binding on all Class Members who do not request exclusion.

7. How Do I Object to the Settlement?

You can ask the Court to deny approval by filing an objection or appearing at the Final Approval Hearing to assert the objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Importantly, you cannot object to the settlement if you have requested to be excluded from the settlement.

HOW TO OBJECT TO THE SETTLEMENT:	
How can I object to the settlement?	As long as you have not requested to be excluded from the Settlement, you can object to the settlement by mailing, emailing, or faxing the Settlement Administrator a written objection or appearing at the Final Approval Hearing to assert your objection. To do this, you can use the enclosed Formal Objection Form.
Is there a deadline to object?	You must postmark or email/fax your completed Formal Objection Form or other written objection by 60 DAYS AFTER MAILING. If your settlement notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to respond to the settlement will be forty-five (45) days from the date your notice was remailed.

What information do I need to provide?	You must fully complete the enclosed Formal Objection Form. Alternatively, you can send an objection that includes all of the following: (1) your full name, address, telephone number, the last four digits of your social security number; (2) the words "Notice of Objection" or "Formal Objection" and (3) a short statement of the facts supporting the objection, such as, the legal and factual arguments supporting the objection. A written objection must be postmarked or emailed/faxed by 60 DAYS AFTER MAILING.

Absent good cause found by the Court, Class Members and PAGA Members who fail to file timely written objections in the manner specified above or fail to appear at the Final Approval Hearing to assert an objection shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. How Does This Settlement Affect Your Rights?

If you do not submit a Request for Exclusion Form or other request to be excluded from the settlement and the Court approves of the settlement, you will receive your share of the settlement as described in Section 10 of this notice. In exchange for your share of the settlement, you will be releasing your right to bring your own lawsuit against NAVCO for the same claims that Plaintiffs alleged in the lawsuit, or to bring claims that could have been alleged based on a reasonable interpretation of the facts alleged in the Lawsuit. Specifically, if you choose to receive your share of the settlement, you will be releasing your right to file a lawsuit or other claim against NAVCO for California wage and hour violations that occurred from August 24, 2018, through March 10, 2026, such as claims for failure to pay all straight and overtime wages owed, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages owed at the termination of employment, failure to reimburse for all business expenses, and violations of the Unfair Competition Law.

In addition, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. If you performed at least one Work Order for NAVCO in California as technician NAVCO classified as an independent contractor, you are a PAGA Member. PAGA Members will release claims for civil penalties under the PAGA for the claims alleged in Plaintiff's lawsuit. This release will be for the period of time between May 23, 2021, through March 10, 2026.

If you would like to see the settlement documents or complaint on file, you can check www.occourts.org, the Court's website, or contact Class Counsel. Directions for accessing the Court's website are outlined in Section 16 of this notice. Class Counsel's information is outlined in Section 4 of this notice.

9. How Much is the Settlement?

The amount that NAVCO is required to pay under this settlement is $790,000. This amount is referred to as the "Gross Settlement Amount." The Gross Settlement Amount includes the following amounts: (1) approximately $366,667 for disbursement to Class Members who do not request to be excluded from the settlement; (2) $15,000 to Plaintiff Brendan Smith and $15,000 to Plaintiff Insiyah Haamid ($30,000 total) for their efforts in bringing this action; (3) costs to

administer the settlement – meaning costs associated with mailing this notice to Class Members and costs associated with sending out settlement checks – to the Settlement Administrator, Simpluris, which will not exceed $25,000; (4) $50,000 to Plaintiff's claims under the PAGA (of this amount $37,500 will be paid to the Labor and Workforce Development Agency pursuant to the Private Attorneys' General Act of 2004 and $12,500 will be available for distribution to PAGA Members); and (5) payment to Class Counsel in the amount of $263,333 (one-third of the Gross Settlement Amount) in attorneys' fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed $60,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve these requests until the Final Approval Hearing. If any of the amounts awarded are less than what is requested, the difference shall become part of the amount available for distribution to Class Members who do not request to be excluded from the settlement.

10. How Much Can I Expect to Receive from the Settlement?

Each Class Member who does not request to be excluded from the settlement will be provisionally assigned an award amount based on the number of Work Orders they performed for NAVCO during the Class Period. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount based upon the following formula: NAVCO shall provide the Settlement Administrator with the total number of Work Orders performed by all Class Members during the Class Period for which Class Members did not already release their claims against NAVCO; the Settlement Administrator shall then divide the Net Payment by the total number of Work Orders resulting in a value for each Work Order attributable to Participating Class Members ("Work Order Value"); the Settlement Administrator shall then take the number of Work Orders worked by each Participating Class Member and multiply it by the Work Order Value. Therefore, your settlement payment ties directly to the number of Work Orders you performed for NAVCO between August 24, 2018, and March 10, 2026.

Although your exact settlement share cannot be precisely calculated until all Class Members have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: $_____ (based on NAVCO's data which shows you performed # Work Orders in California between August 24, 2018, and March 10, 2026). If you performed Work Orders for NAVCO prior to August 24, 2018, this lawsuit only compensates you for the Work Orders you performed on or after August 24, 2018.

If you believe the number of Work Orders attributed to you is incorrect, you must notify the Settlement Administrator by completing the enclosed Dispute Form and mailing, emailing, or faxing it to the Settlement Administrator no later than 60 DAYS AFTER MAILING. Alternatively, you can notify the Settlement Administrator by mail, email, or fax, no later than 60 DAYS AFTER MAILING, explaining the basis for the dispute and including any supporting documentation showing that the Work Orders credited to you are inaccurate. If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to submit a dispute as to the workweeks attributed to you will be forty-five (45) days from the date your notice was remailed. In response to a dispute submitted by a Class Member, NAVCO will review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator will make an initial determination about any disputes submitted. The Court shall have the right to review any decision by the Settlement Administrator regarding disputes.

You may also be entitled to a payment for your release of PAGA claims if you performed Work Orders for NAVCO in California on or after May 23, 2021, to March 10, 2026. If you performed Work Orders for NAVCO in California during this time period and NAVCO classified you as an independent contractor, you are a PAGA Member. Based on NAVCO's data which shows you performed # Work Orders in California between May 23, 2021, and Marcy 10, 2026, your payment as a PAGA Member is $_____. If you submit a dispute, as outlined in the paragraph above, the initial determination made by the Settlement Administrator, subject to Court review, will also apply to the number of pay periods you are attributed to have worked as a PAGA Member.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, ten percent (10%) of each settlement payment is intended to settle Participating Class Members' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. NAVCO will pay its share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Ninety percent (90%) of each settlement payment is intended to settle each Participating Class Members' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

One hundred percent (100%) of each PAGA settlement share is intended to settle each PAGA Members' claims for penalties under the PAGA. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

The Settlement Administrator **[does/does not]** have your Social Security Number ("SSN") on file. This information is **required** to issue you a Settlement payment, for income tax reporting purposes. If the Settlement Administrator does not have your SSN on file, you **must** submit to the Settlement Administrator the enclosed IRS W-9 Form or submit your SSN online at www._____.com in order to receive your Settlement payment. If you have questions about how to fill out the IRS W-9 Form or how to submit your SSN online, please call the Settlement Administrator at [phone number].

Fill in the requested information enclosed in the IRS W-9 Form, sign and mail/fax it to the Settlement Administrator:

NAVCO Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Email: INSERT
Fax: INSERT

If you do **not** submit the enclosed IRS 1-9 Form or submit your SSN online and the Settlement Administrator does **not** have a SSN on file for you, the Settlement Administrator will **not** mail

you a Settlement check. Your Settlement payment will be sent to the State of California's Unpaid Wage Fund, in your name. You can retrieve your settlement funds from the State of California's Unpaid Wage Fund at https://www.sco.ca.gov/search_upd.html.

13. When Can I Expect to Receive Money from the Settlement?

A. When Will NAVCO Pay the Gross Settlement Amount?

NAVCO shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later sixty (60) calendar days after the Effective Final Settlement Date.

The "Effective Final Settlement Date" is the later of the time when either: (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) the date the Court enters an order on final approval of the settlement, if there are no objections.

B. When Will Settlement Checks Be Mailed?

Within ten (10) days of receipt of the Gross Settlement Amount, the Settlement Administrator will mail the settlement payments to Participating Class Members and the Class Representative Enhancement Payments to Plaintiffs, as well as disburse the Attorneys Fees and Litigation Expenses to Class Counsel, Administration Costs to itself, and the PAGA Payment to the LWDA and PAGA Members. The Settlement Administrator will send any tax payments owed to the appropriate tax authorities from this disbursement. To ensure the check is mailed to the correct address, inform the Settlement Administrator of any changes to your address.

17. What Happens If I Don't Submit the Enclosed IRS W-9 Form?

It is strongly encouraged that you submit the enclosed IRS W-9 Form. If you do not submit this form, within 180 calendar days after the settlement checks are mailed to Participating Class Members, your settlement check will be paid to the State of California's Unpaid Wage Fund in your name.

18. What Happens to Uncashed Check Funds?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be paid to the State of California's Unpaid Wage Fund in your name.

14. How Will the Attorneys for the Class Be Paid?

The Court-appointed attorneys for Plaintiffs and the Class Members and PAGA Members will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed one-third of the Gross Settlement Amount (estimated to be $263,333) in attorneys' fees and an amount not to exceed $60,000 in actual litigation costs. NAVCO has paid and will continue to pay all of its own attorneys' fees and costs.

15. How Will the Class Representatives Be Paid?

Plaintiff Brendan Smith will also be paid, subject to Court approval, an amount not to exceed $15,000, and Plaintiff Insiyah Haamid will be paid, subject to Court approval, an amount not to exceed $15,000 in consideration for bringing this case, for the time and effort they put into litigating this case and for conferring a benefit upon other Class Members and PAGA Members and the State of California.

16. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can receive a copy of the settlement agreement by contacting Class Counsel at the information listed in Section 4, above, or by accessing the Court docket in this case through the Court's website at https://www.occourts.org or by visiting the office of the Court at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the NAVCO Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's website, access the website https://www.occourts.org. Once at this website, click on the "Online Services" link. Then click the link that says "Case Access" under the heading "Online Services". Then click "Civil Case & Document Access." At the bottom of the page, click "Accept Terms". On the next page, type the case number "01277227" into the box with the words "Case Number" and "2022" in the box with the words "Year Filed". Then, click the "Search" button. This will take you to the case information. If you scroll down on this page, you will be able to access all of the documents filed in the case.

Additionally, the Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [FINAL APPROVAL HEARING DATE/TIME], in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

Settlement documents, including the Court's final judgment, will be posted on the settlement website (www._____.com). Other documents available on the settlement website include the operative complaints, the settlement agreement, and the Court's order granting preliminary approval.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

IRS W-9 FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IN ORDER FOR YOU TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, THE SETTLEMENT ADMINISTRATOR REQUIRES YOUR SOCIAL SECURITY NUMBER. IF THE SETTLEMENT ADMINISTRATOR DOES **NOT** HAVE YOUR SOCIAL SECURITY NUMBER ON FILE, **YOU MUST SUBMIT YOUR SSN. TO DO SO, YOU MAY SIGN AND FILL OUT THIS FORM** ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter your Social Security Number (SSN) or Employer Identification Number (EIN):
SSN: __ __ __ -- __ __ -- __ __ __ __ OR EIN: __ __ -- __ __ __ __ __ __ __

Check Appropriate box: ☐ Individual/Sole Prop. ☐ Other_____

Print name as shown on your income tax return if different from Payee:_____

Under penalties of perjury, I certify that:
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am a U.S. person (including a U.S. resident alien). Please Check one: ☐ Yes ☐ No

Signature: _____

REQUEST FOR EXCLUSION FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU DO **NOT** WANT TO PARTICIPATE IN THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS

I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the settlement, and I have decided **not** to participate in the proposed settlement. Please note that you cannot request to be excluded from the PAGA portion of the settlement. As such, if you request to be excluded from the settlement and are a PAGA Aggrieved Employee, you will still receive your portion of the PAGA Fund.

_____ _____
(Date) (Signature)

_____ _____
(Address) (Type or Print Name)

_____ _____
(City, State, Zip) (Social Security Number)

_____
(Telephone Number)

DISPUTE FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU BELIEVE THE NUMBER OF WORK ORDERS ATTRIBUTED TO YOU IS INCORRECT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED TO REQUEST TO SUBMIT A WORKWEEK DISPUTE.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I confirm that I performed work for NAVCO in California as an independent contractor at some time between August 24, 2018, and March 10, 2026 (the "Class Period"). I confirm that I have received notice of the proposed settlement in this action. I believe that the number of Work Orders attributed to me by the Settlement Administrator is incorrect.

Please state the number of Work Orders you believe you performed in California as an independent contractor during the period of time beginning on August 24, 2018, and ending on March 10, 2026 (the "Class Period") and/or the number of Work Orders you believe you performed in California as an independent contractor during the period of time beginning on May 23, 2021, and ending on March 10, 2026 (the "PAGA Period"), as well as the basis for your belief (you may also provide this on a separate document enclosed and returned with this form):

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Please include any copies of documents, such as the Work Order, your independent contractor agreement with NAVCO, proof of payments you received from your Work Orders, emails with NAVCO, and/or other records you are relying on in support of your dispute when you return this form.

_____	_____
(Date)	(Signature)
_____	_____
(Address)	(Type or Print Name)
_____	_____
(City, State, Zip)	(Social Security Number)
_____	
(Telephone Number)	

FORMAL OBJECTION FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED TO OBJECT TO THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I WANT TO OBJECT TO THE SETTLEMENT.

I confirm that I performed work for NAVCO in California as an independent contractor at some time between August 24, 2018, and March 10, 2026. I confirm that I have received notice of the proposed settlement in this action.

Please provide the basis for your objection (you may also provide this on a separate document enclosed and returned with this form):

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You may provide copies of documents or other exhibits you intend on relying on in support of your objection when you return this form if you would like.

You may appear at the final approval hearing, if you so choose, to discuss your objection with the Court. Please note that if the Court rejects your objection, you will receive a settlement payment and will be bound by the terms of the settlement.

_____	_____
(Date)	(Signature)
_____	_____
(Address)	(Type or Print Name)
_____	_____
(City, State, Zip)	(Social Security Number)
_____	
(Telephone Number)	

Exhibit 2

Docusign Envelope ID: D9A6F8B3-CF96-818C-8184-7A36421970DF

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiffs Brendan Smith and Insiyah Haamid ("Plaintiffs") on behalf of themselves and the putative class and Defendant North American Video Corporation ("Defendant") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

A. Section III, Paragraph 78.15.2 entitled shall be amended to read as follows:

The funds from individual settlement checks attributed to Participating Class Members with unknown Social Security Numbers and the funds from any checks that remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice are deemed "Uncashed Checks." The Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the Uncashed Checks. All funds associated with the Uncashed Checks shall be tendered to the State Controller's Office Unclaimed Property Fund, in the names of the applicable payees. In such event, the Class Member who did not cash his or her check shall nevertheless remain bound by the settlement and can recover their settlement funds from the State Controller's Office Unclaimed Property Fund at a later date.

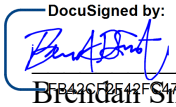
II. AMENDMENT TO NOTICE OF CLASS ACTION SETTLEMENT (EXHIBIT A)

Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the version attached as Exhibit A hereto.

III. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: 10/26/2026



DocuSigned by:
FB42CF2F42FC471...
Brendan Smith

DATED: _____

_____
Insiyah Haamid

DATED: _____

_____
Jim Kauker
North American Video Corporation

Docusign Envelope ID: 74CFF658-B62F-815A-82B4-ACCB1A5EEB97

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

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II. AMENDMENT TO NOTICE OF CLASS ACTION SETTLEMENT (EXHIBIT A)

Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the version attached as Exhibit A hereto.

III. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: _____ _____
Brendan Smith

DATED: 10/27/2026 Signed by: _____
BDDD6E0C8E984FB
Insiyah Zainuddin

DATED: _____ _____
Jim Kauker
North American Video Corporation

Docusign Envelope ID: 362CE88C-F53E-8361-8022-12130B6DC983

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiffs Brendan Smith and Insiyah Haamid ("Plaintiffs") on behalf of themselves and the putative class and Defendant North American Video Corporation ("Defendant") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties").

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II. AMENDMENT TO NOTICE OF CLASS ACTION SETTLEMENT (EXHIBIT A)

Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the version attached as Exhibit A hereto.

III. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: _____

_____
Brendan Smith

DATED: _____

_____
Insiyah Haamid

DATED: 10/27/2026

Signed by:
5C3BA4BC86E74AF...
_____
Jim Kauker
North American Video Corporation

Docusign Envelope ID: D9A6F8B3-CF96-818C-8184-7A36421970DF

DATED: 10/26/2026

Signed by:
DAVID MARA
4579A5A6C010447...

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiffs

DATED: _____

_____
Dana A. Kravetz, Esq.
Amanda K. Monroe, Esq.
MICHELMAN & ROBINSON, LLP
Counsel for Defendant

DATED: _____

_____
David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiffs

DATED: October 27, 2026

_____
Dana A. Kravetz, Esq.
Amanda K. Monroe, Esq.
MICHELMAN & ROBINSON, LLP
Counsel for Defendant

Exhibit A

ORANGE COUNTY SUPERIOR COURT

If you performed one or more Work Order for North American Video Corporation ("NAVCO" or "Defendant") in California as an independent contractor at any time between August 24, 2018, and March 10, 2026, a class and PAGA action settlement will affect your rights. You may be entitled to a payment under this settlement.

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

Former technicians Brendan Smith and Insiyah Haamid ("Plaintiffs") filed a proposed class action lawsuit and a California Private Attorneys General Act ("PAGA") lawsuit against NAVCO. The lawsuits allege claims against NAVCO asserting that NAVCO improperly classified some of its technicians as independent contractors thereby denying these individuals of rights they are entitled to under California law. NAVCO denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the cases. The Parties have agreed to settle the claims set forth in the lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS:	
DO NOTHING	Get a settlement payment and give up any rights to sue for the Released Claims (defined below). More information on this can be found in Section 5 on page 4 of this notice.
EXCLUDE YOURSELF	Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against NAVCO involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Member. More information on this can be found in Section 6 on page 4 of this notice.
OBJECT	Write to the Court about why you don't agree with the settlement. More information on this can be found in Section 7 on page 5 of this notice.
DISPUTE YOUR NUMBER OF WORK ORDERS	If you believe the number of Work Orders attributed to you under the settlement is incorrect, you may submit a dispute to the Settlement Administrator. More information on this can be found in Section 10 on page 7 of this notice.

Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

The proposed Settlement has two main parts: (1) a class settlement, and (2) a PAGA settlement. Based on NAVCO's records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be $INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be $INSERT**. The actual amount you may receive likely will be different and will depend on a number of factors.

IN ORDER TO RECEIVE A SETTLEMENT PAYMENT, THE SETTLEMENT ADMINISTRATOR NEEDS YOUR SOCIAL SECURITY NUMBER. THE SETTLEMENT ADMINISTRATOR [DOES/DOES NOT] HAVE YOUR SOCIAL SECURITY NUMBER ON FILE. IF THE SETTLEMENT ADMINISTRATOR DOES NOT HAVE YOUR SOCIAL SECURITY NUMBER ON FILE, YOU MUST SUBMIT THE ENCLOSED IRS W-9 FORM TO THE SETTLEMENT ADMINISTRATOR OR SECURELY SUBMIT YOUR SOCIAL SECURITY NUMBER ONLINE AT www.[ ].com.

WHAT INFORMATION IS IN THIS NOTICE?

1. Why did I get this notice?	Page 2
2. What is this lawsuit about?	Page 2
3. How does a class and PAGA action settlement work?	Page 3
4. Who are the attorneys representing the parties?	Page 3
5. How do I participate in the settlement?	Page 4
6. How do I request to be excluded from the settlement?	Page 4
7. How do I object to the settlement?	Page 5
8. How does this settlement affect your rights?	Page 6
9. How much is the settlement?	Page 6
10. How much can I expect to receive from the settlement?	Page 7
11. Will taxes be taken out of my settlement share?	Page 8
12. How Do I Submit My Social Security Number to Receive a Settlement Payment?	Page 8
13. When can I expect to receive money from the settlement?	Page 9
14. How will the attorneys be paid?	Page 9
15. How will the class representative be paid?	Page 10
16. What do I do if I need more information or have questions?	Page 10

1. Why Have I Received this Notice?

NAVCO's records indicate that you performed one or more Work Order for NAVCO as a technician that was classified as an independent contractor by NAVCO at sometime between August 24, 2018, and March 10, 2026. This period of time is referred to as the "Class Period." If you performed at least one Work Order for NAVCO in California as a technician NAVCO classified as an independent contractor during the Class Period, you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. What is this Case About?

On May 23, 2022, Plaintiff Brendan Smith provided notice to the Labor and Workforce Development Agency ("LWDA") of his claim for PAGA penalties. Plaintiff Brendan Smith filed this wage and hour putative class action against NAVCO on August 24, 2022 (Case No. 30-2022-01277227-CU-OE-CXC) (the "Class Action"). On August 24, 2022, Plaintiff Brendan Smith filed a representative action under the Private Attorneys General Act of 2004 ("PAGA") against NAVCO (Case No. 30-2022-01277262-CU-OE-CXC) (the "PAGA Action"). On November 21, 2022, the Parties stipulated to consolidate the Class and PAGA Actions. The Actions were consolidated effective December 19, 2022.

On November 24, 2025, Plaintiff Brendan Smith filed a First Amended Complaint adding Plaintiff Insiyah Haamid as a named Plaintiff and class representative. The operative class

complaint alleges that NAVCO: (1) failed to pay all straight time wages; (2) failed to pay all overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) knowingly and intentionally failed to comply with itemized employee wage statement provisions; (6) failed to pay all wages due at the time of termination of employment; (7) failed to reimburse employees for all business expenses; and (8) violated the Unfair Competition Law. Defendant NAVCO expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class and PAGA Members.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, **the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong.** By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. How Does this Class and PAGA Action Settlement Work?

Plaintiffs and their attorneys believe the settlement is fair, adequate, and reasonable. The Orange County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing], 2026 at [time a.m./p.m.], in Department CX102 before Judge Layne H. Melzer at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The date of the Final Approval Hearing may change without further notice to the Class or PAGA Members. You are advised to check the Court's website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class and PAGA Members ("Class Counsel")	Attorneys for NAVCO
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	**MICHELMAN & ROBINSON, LLP** Dana A. Kravetz dkravetz@mrllp.com Amanda K. Monroe amonroe@mrllp.com 10880 Wilshire Blvd., 19th Floor Los Angeles, California 90024 Telephone: (310) 299-5500

The Court has appointed Mara Law Firm, PC, to represent you and all other Class Members and PAGA Members simultaneously in this Settlement. You are not required to hire your own attorney because Mara Law Firm, PC, is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. *How do I Participate in the Settlement?*

If you do nothing, you will automatically be included as a participant in this Settlement and entitled to money under the settlement, provided the Settlement Administrator has your Social Security Number ("SSN"). By participating in the Settlement, you will be bound by the Release described in Section 8 below.

If the Settlement Administrator does not have your SSN on file, **you must submit it to receive an individual settlement check**. NAVCO's records show that your SSN **[is/is not]** on file. If your SSN is **not** on file, you **must** submit your SSN to receive a Settlement payment from this Settlement. To securely submit your SSN to the Settlement Administrator only, fill out the enclosed IRS W-9 Form and return it to the Settlement Administrator by mail, email, or fax. The Settlement Administrator's information is:

NAVCO Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Email: INSERT
Fax: INSERT

Alternatively, you can go onto the settlement website (www._____.com) and submit your SSN there. If you have questions about how to fill out the IRS W-9 Form or how to submit your SSN online, please call the Settlement Administrator at [phone number].

It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note*: *NAVCO will not retaliate against you in any way for either participating or not participating in this Settlement.

If you do nothing, you ***will*** be entitled to money under the settlement and ***will*** be bound by the release of claims stated in this notice.

6. *How Do I Request to be Excluded from the Settlement?*

If you request to be excluded from the settlement, you **will not** receive any part of the class portion of the settlement. This is the only option that allows you to ever be a part of any other lawsuit against NAVCO about the legal claims and statutory period alleged in this case. By timely opting out, you will no longer receive any part of the class portion of the Settlement, nor bound by the release of class claims. You will still be bound by the release of PAGA claims.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:	
How can I request to be excluded from the settlement?	You can request to be excluded from the class portion of the settlement by mailing, emailing, or faxing the Settlement Administrator a written request for exclusion. To do this, you can use the enclosed Request for Exclusion Form.
Is there a deadline to request to be excluded?	You must postmark or email/fax your completed Request for Exclusion Form or other written request to be excluded by 60 DAYS AFTER MAILING. If your settlement notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address

	was found for you, your deadline to respond to the settlement will be forty-five (45) days from the date your notice was remailed or 60 DAYS AFTER MAILING, whichever is later.
What information do I need to provide?	You must fully complete the enclosed Request for Exclusion Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, current address, telephone number, last four digits of your Social Security number; (2) state your intention to exclude yourself from or opt-out of the Settlement, (3) be addressed to Settlement Administrator; and (4) your signature and date of signature or your lawful representative signature and date of signature.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you performed one or more Work Orders for NAVCO at any time between May 23, 2021, and March 10, 2026, and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

The Court's judgment, whether favorable or not, will be binding on all Class Members who do not request exclusion.

Any class member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

7. How Do I Object to the Settlement?

You can ask the Court to deny approval by filing an objection or appearing at the Final Approval Hearing to assert the objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Importantly, you cannot object to the settlement if you have requested to be excluded from the settlement.

HOW TO OBJECT TO THE SETTLEMENT:	
How can I object to the settlement?	As long as you have not requested to be excluded from the Settlement, you can object to the settlement by mailing, emailing, or faxing the Settlement Administrator a written objection or appearing at the Final Approval Hearing to assert your objection. To do this, you can use the enclosed Formal Objection Form.
Is there a deadline to object?	You must postmark or email/fax your completed Formal Objection Form or other written objection by 60 DAYS AFTER MAILING. If your settlement notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to respond to the settlement will be forty-five (45) days from the date your notice was remailed or 60 DAYS AFTER MAILING, whichever is later.

What information do I need to provide?	You must fully complete the enclosed Formal Objection Form. Alternatively, you can send an objection that includes all of the following: (1) your full name, address, telephone number, the last four digits of your social security number; (2) the words "Notice of Objection" or "Formal Objection" and (3) a short statement of the facts supporting the objection, such as, the legal and factual arguments supporting the objection.

Absent good cause found by the Court, Class Members and PAGA Members who fail to file timely written objections in the manner specified above or fail to appear at the Final Approval Hearing to assert an objection shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. How Does This Settlement Affect Your Rights?

If you do not submit a Request for Exclusion Form or other request to be excluded from the settlement and the Court approves of the settlement, you will receive your share of the settlement as described in Section 10 of this notice. In exchange for your share of the settlement, you will be releasing your right to bring your own lawsuit against NAVCO for the same claims that Plaintiffs alleged in the lawsuit, or to bring claims that could have been alleged based on a reasonable interpretation of the facts alleged in the Lawsuit. Specifically, if you choose to receive your share of the settlement, you will be releasing your right to file a lawsuit or other claim against NAVCO for California wage and hour violations that occurred from August 24, 2018, through March 10, 2026, such as claims for failure to pay all straight and overtime wages owed, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages owed at the termination of employment, failure to reimburse for all business expenses, and violations of the Unfair Competition Law.

In addition, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. If you performed at least one Work Order for NAVCO in California as technician NAVCO classified as an independent contractor, you are a PAGA Member. PAGA Members will release claims for civil penalties under the PAGA for the claims alleged in Plaintiff's lawsuit. This release will be for the period of time between May 23, 2021, through March 10, 2026.

If you would like to see the settlement documents or complaint on file, you can check www.occourts.org, the Court's website, or contact Class Counsel. Directions for accessing the Court's website are outlined in Section 16 of this notice. Class Counsel's information is outlined in Section 4 of this notice.

9. How Much is the Settlement?

The amount that NAVCO is required to pay under this settlement is $790,000. This amount is referred to as the "Gross Settlement Amount." The Gross Settlement Amount includes the following amounts: (1) approximately $366,667 for disbursement to Class Members who do not request to be excluded from the settlement; (2) $15,000 to Plaintiff Brendan Smith and $15,000 to Plaintiff Insiyah Haamid ($30,000 total) for their efforts in bringing this action; (3) costs to

administer the settlement – meaning costs associated with mailing this notice to Class Members and costs associated with sending out settlement checks – to the Settlement Administrator, Simpluris, which will not exceed $25,000; (4) $50,000 to Plaintiff's claims under the PAGA (of this amount $37,500 will be paid to the Labor and Workforce Development Agency pursuant to the Private Attorneys' General Act of 2004 and $12,500 will be available for distribution to PAGA Members); and (5) payment to Class Counsel in the amount of $263,333 (one-third of the Gross Settlement Amount) in attorneys' fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed $60,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve these requests until the Final Approval Hearing. If any of the amounts awarded are less than what is requested, the difference shall become part of the amount available for distribution to Class Members who do not request to be excluded from the settlement.

10. How Much Can I Expect to Receive from the Settlement?

Each Class Member who does not request to be excluded from the settlement will be provisionally assigned an award amount based on the number of Work Orders they performed for NAVCO during the Class Period. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount based upon the following formula: NAVCO shall provide the Settlement Administrator with the total number of Work Orders performed by all Class Members during the Class Period for which Class Members did not already release their claims against NAVCO; the Settlement Administrator shall then divide the Net Payment by the total number of Work Orders resulting in a value for each Work Order attributable to Participating Class Members ("Work Order Value"); the Settlement Administrator shall then take the number of Work Orders worked by each Participating Class Member and multiply it by the Work Order Value. Therefore, your settlement payment ties directly to the number of Work Orders you performed for NAVCO between August 24, 2018, and March 10, 2026.

Although your exact settlement share cannot be precisely calculated until all Class Members have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: $_____ (based on NAVCO's data which shows you performed # Work Orders in California between August 24, 2018, and March 10, 2026). If you performed Work Orders for NAVCO prior to August 24, 2018, this lawsuit only compensates you for the Work Orders you performed on or after August 24, 2018.

If you believe the number of Work Orders attributed to you is incorrect, you must notify the Settlement Administrator by completing the enclosed Dispute Form and mailing, emailing, or faxing it to the Settlement Administrator no later than 60 DAYS AFTER MAILING. Alternatively, you can notify the Settlement Administrator by mail, email, or fax, no later than 60 DAYS AFTER MAILING, explaining the basis for the dispute and including any supporting documentation showing that the Work Orders credited to you are inaccurate. If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to submit a dispute as to the workweeks attributed to you will be forty-five (45) days from the date your notice was remailed or 60 DAYS AFTER MAILING, whichever is later. In response to a dispute submitted by a Class Member, NAVCO will review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator will make an initial determination about any disputes

submitted. The Court shall have the right to review any decision by the Settlement Administrator regarding disputes.

You may also be entitled to a payment for your release of PAGA claims if you performed Work Orders for NAVCO in California on or after May 23, 2021, to March 10, 2026. If you performed Work Orders for NAVCO in California during this time period and NAVCO classified you as an independent contractor, you are a PAGA Member. Based on NAVCO's data which shows you performed # Work Orders in California between May 23, 2021, and Marcy 10, 2026, your payment as a PAGA Member is $_____. If you submit a dispute, as outlined in the paragraph above, the initial determination made by the Settlement Administrator, subject to Court review, will also apply to the number of pay periods you are attributed to have worked as a PAGA Member.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, ten percent (10%) of each settlement payment is intended to settle Participating Class Members' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. NAVCO will pay its share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Ninety percent (90%) of each settlement payment is intended to settle each Participating Class Members' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

One hundred percent (100%) of each PAGA settlement share is intended to settle each PAGA Members' claims for penalties under the PAGA. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

The Settlement Administrator **[does/does not]** have your Social Security Number ("SSN") on file. This information is **required** to issue you a Settlement payment, for income tax reporting purposes. If the Settlement Administrator does not have your SSN on file, you **must** submit to the Settlement Administrator the enclosed IRS W-9 Form or submit your SSN online at www._____.com in order to receive your Settlement payment. If you have questions about how to fill out the IRS W-9 Form or how to submit your SSN online, please call the Settlement Administrator at [phone number].

Fill in the requested information enclosed in the IRS W-9 Form, sign and mail/fax it to the Settlement Administrator:

NAVCO Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Email: INSERT
Fax: INSERT

If you do **not** submit the enclosed IRS 1-9 Form or submit your SSN online and the Settlement Administrator does **not** have a SSN on file for you, the Settlement Administrator will **not** mail you a Settlement check. Your Settlement payment will be sent to the State Controller's Office Unclaimed Property Fund, in your name. You can retrieve your settlement funds from the State Controller's Office Unclaimed Property Fund at https://claimit.ca.gov/.

13. When Can I Expect to Receive Money from the Settlement?

A. When Will NAVCO Pay the Gross Settlement Amount?

NAVCO shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later sixty (60) calendar days after the Effective Final Settlement Date.

The "Effective Final Settlement Date" is the later of the time when either: (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) the date the Court enters an order on final approval of the settlement, if there are no objections.

B. When Will Settlement Checks Be Mailed?

Within ten (10) days of receipt of the Gross Settlement Amount, the Settlement Administrator will mail the settlement payments to Participating Class Members and the Class Representative Enhancement Payments to Plaintiffs, as well as disburse the Attorneys Fees and Litigation Expenses to Class Counsel, Administration Costs to itself, and the PAGA Payment to the LWDA and PAGA Members. The Settlement Administrator will send any tax payments owed to the appropriate tax authorities from this disbursement. To ensure the check is mailed to the correct address, inform the Settlement Administrator of any changes to your address.

17. What Happens If I Don't Submit the Enclosed IRS W-9 Form?

It is strongly encouraged that you submit the enclosed IRS W-9 Form. If you do not submit this form, within 180 calendar days after the settlement checks are mailed to Participating Class Members, your settlement check will be paid to the State of California's Unpaid Wage Fund in your name.

18. What Happens to Uncashed Check Funds?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be paid to the State of California's Unpaid Wage Fund in your name.

14. How Will the Attorneys for the Class Be Paid?

The Court-appointed attorneys for Plaintiffs and the Class Members and PAGA Members will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed one-third of the Gross Settlement Amount (estimated to be $263,333) in attorneys' fees and an amount not to exceed $60,000 in actual litigation costs. NAVCO has paid and will continue to pay all of its own attorneys' fees and costs.

15. How Will the Class Representatives Be Paid?

Plaintiff Brendan Smith will also be paid, subject to Court approval, an amount not to exceed $15,000, and Plaintiff Insiyah Haamid will be paid, subject to Court approval, an amount not to exceed $15,000 in consideration for bringing this case, for the time and effort they put into litigating this case and for conferring a benefit upon other Class Members and PAGA Members and the State of California.

16. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can receive a copy of the settlement agreement by contacting Class Counsel at the information listed in Section 4, above, or by accessing the Court docket in this case through the Court's website at https://www.occourts.org or by visiting the office of the Court at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the NAVCO Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's website, access the website https://www.occourts.org. Once at this website, click on the "Online Services" link. Then click the link that says "Case Access" under the heading "Online Services". Then click "Civil Case & Document Access." At the bottom of the page, click "Accept Terms". On the next page, type the case number "01277227" into the box with the words "Case Number" and "2022" in the box with the words "Year Filed". Then, click the "Search" button. This will take you to the case information. If you scroll down on this page, you will be able to access all of the documents filed in the case.

Additionally, the Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [FINAL APPROVAL HEARING DATE/TIME], in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

Settlement documents, including the Court's final judgment, will be posted on the settlement website (www._____.com). Other documents available on the settlement website include the operative complaints, the settlement agreement, and the Court's order granting preliminary approval.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

IRS W-9 FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IN ORDER FOR YOU TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, THE SETTLEMENT ADMINISTRATOR REQUIRES YOUR SOCIAL SECURITY NUMBER. IF THE SETTLEMENT ADMINISTRATOR DOES **NOT** HAVE YOUR SOCIAL SECURITY NUMBER ON FILE, **YOU MUST SUBMIT YOUR SSN. TO DO SO, YOU MAY SIGN AND FILL OUT THIS FORM** ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter your Social Security Number (SSN) or Employer Identification Number (EIN):
SSN: __ __ __ -- __ __ -- __ __ __ __ OR EIN: __ __ -- __ __ __ __ __ __ __

Check Appropriate box: ☐ Individual/Sole Prop. ☐ Other_____

Print name as shown on your income tax return if different from Payee:_____

Under penalties of perjury, I certify that:
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am a U.S. person (including a U.S. resident alien). Please Check one: ☐ Yes ☐ No

Signature: _____

REQUEST FOR EXCLUSION FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU DO **NOT** WANT TO PARTICIPATE IN THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED OR [**RESPONSE DEADLINE**], WHICHEVER IS LATER, TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS

I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the settlement, and I have decided **not** to participate in the proposed settlement. Please note that you cannot request to be excluded from the PAGA portion of the settlement. As such, if you request to be excluded from the settlement and are a PAGA Aggrieved Employee, you will still receive your portion of the PAGA Fund.

_____ _____
(Date) (Signature)

_____ _____
(Address) (Type or Print Name)

_____ _____
(City, State, Zip) (Social Security Number)

_____
(Telephone Number)

DISPUTE FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU BELIEVE THE NUMBER OF WORK ORDERS ATTRIBUTED TO YOU IS INCORRECT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED OR [**RESPONSE DEADLINE**], WHICHEVER IS LATER, TO REQUEST TO SUBMIT A WORKWEEK DISPUTE.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I confirm that I performed work for NAVCO in California as an independent contractor at some time between August 24, 2018, and March 10, 2026 (the "Class Period"). I confirm that I have received notice of the proposed settlement in this action. I believe that the number of Work Orders attributed to me by the Settlement Administrator is incorrect.

Please state the number of Work Orders you believe you performed in California as an independent contractor during the period of time beginning on August 24, 2018, and ending on March 10, 2026 (the "Class Period") and/or the number of Work Orders you believe you performed in California as an independent contractor during the period of time beginning on May 23, 2021, and ending on March 10, 2026 (the "PAGA Period"), as well as the basis for your belief (you may also provide this on a separate document enclosed and returned with this form):

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Please include any copies of documents, such as the Work Order, your independent contractor agreement with NAVCO, proof of payments you received from your Work Orders, emails with NAVCO, and/or other records you are relying on in support of your dispute when you return this form.

_____ _____

(Date) (Signature)

_____ _____

(Address) (Type or Print Name)

_____ _____

(City, State, Zip) (Social Security Number)

_____

(Telephone Number)

FORMAL OBJECTION FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED OR [**RESPONSE DEADLINE**], WHICHEVER IS LATER, TO OBJECT TO THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I WANT TO OBJECT TO THE SETTLEMENT.

I confirm that I performed work for NAVCO in California as an independent contractor at some time between August 24, 2018, and March 10, 2026. I confirm that I have received notice of the proposed settlement in this action.

Please provide the basis for your objection (you may also provide this on a separate document enclosed and returned with this form):

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You may provide copies of documents or other exhibits you intend on relying on in support of your objection when you return this form if you would like.

You may appear at the final approval hearing, if you so choose, to discuss your objection with the Court. Please note that if the Court rejects your objection, you will receive a settlement payment and will be bound by the terms of the settlement.

_____	_____
(Date)	(Signature)
_____	_____
(Address)	(Type or Print Name)
_____	_____
(City, State, Zip)	(Social Security Number)
_____	
(Telephone Number)	

Exhibit 3

ORANGE COUNTY SUPERIOR COURT

If you performed one or more Work Order for North American Video Corporation ("NAVCO" or "Defendant") in California as an independent contractor at any time between August 24, 2018, and March 10, 2026, a class and PAGA action settlement will affect your rights. You may be entitled to a payment under this settlement.

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

Former technicians Brendan Smith and Insiyah Haamid ("Plaintiffs") filed a proposed class action lawsuit and a California Private Attorneys General Act ("PAGA") lawsuit against NAVCO. The lawsuits allege claims against NAVCO asserting that NAVCO improperly classified some of its technicians as independent contractors thereby denying these individuals of rights they are entitled to under California law. NAVCO denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the cases. The Parties have agreed to settle the claims set forth in the lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS:	
DO NOTHING	Get a settlement payment and give up any rights to sue for the Released Claims (defined below). More information on this can be found in Section 5 on page 4 of this notice.
EXCLUDE YOURSELF	Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against NAVCO involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Member. More information on this can be found in Section 6 on page 4 of this notice.
OBJECT	Write to the Court about why you don't agree with the settlement. More information on this can be found in Section 7 on page 5 of this notice.
DISPUTE YOUR NUMBER OF WORK ORDERS	If you believe the number of Work Orders attributed to you under the settlement is incorrect, you may submit a dispute to the Settlement Administrator. More information on this can be found in Section 10 on page 7 of this notice.

Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

The proposed Settlement has two main parts: (1) a class settlement, and (2) a PAGA settlement. Based on NAVCO's records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be $INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be $INSERT**. The actual amount you may receive likely will be different and will depend on a number of factors.

IN ORDER TO RECEIVE A SETTLEMENT PAYMENT, THE SETTLEMENT ADMINISTRATOR NEEDS YOUR SOCIAL SECURITY NUMBER. THE SETTLEMENT ADMINISTRATOR [DOES/DOES NOT] HAVE YOUR SOCIAL SECURITY NUMBER ON FILE. IF THE SETTLEMENT ADMINISTRATOR DOES NOT HAVE YOUR SOCIAL SECURITY NUMBER ON FILE, YOU MUST SUBMIT THE ENCLOSED IRS W-9 FORM TO THE SETTLEMENT ADMINISTRATOR OR SECURELY SUBMIT YOUR SOCIAL SECURITY NUMBER ONLINE AT www.[ ].com.

WHAT INFORMATION IS IN THIS NOTICE?

1. Why did I get this notice?	Page 2
2. What is this lawsuit about?	Page 2
3. How does a class and PAGA action settlement work?	Page 3
4. Who are the attorneys representing the parties?	Page 3
5. How do I participate in the settlement?	Page 4
6. How do I request to be excluded from the settlement?	Page 4
7. How do I object to the settlement?	Page 5
8. How does this settlement affect your rights?	Page 6
9. How much is the settlement?	Page 6
10. How much can I expect to receive from the settlement?	Page 7
11. Will taxes be taken out of my settlement share?	Page 8
12. How Do I Submit My Social Security Number to Receive a Settlement Payment?	Page 8
13. When can I expect to receive money from the settlement?	Page 9
14. How will the attorneys be paid?	Page 9
15. How will the class representative be paid?	Page 10
16. What do I do if I need more information or have questions?	Page 10

1. Why Have I Received this Notice?

NAVCO's records indicate that you performed one or more Work Order for NAVCO as a technician that was classified as an independent contractor by NAVCO at sometime between August 24, 2018, and March 10, 2026. This period of time is referred to as the "Class Period." If you performed at least one Work Order for NAVCO in California as a technician NAVCO classified as an independent contractor during the Class Period, you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. What is this Case About?

On May 23, 2022, Plaintiff Brendan Smith provided notice to the Labor and Workforce Development Agency ("LWDA") of his claim for PAGA penalties. Plaintiff Brendan Smith filed this wage and hour putative class action against NAVCO on August 24, 2022 (Case No. 30-2022-01277227-CU-OE-CXC) (the "Class Action"). On August 24, 2022, Plaintiff Brendan Smith filed a representative action under the Private Attorneys General Act of 2004 ("PAGA") against NAVCO (Case No. 30-2022-01277262-CU-OE-CXC) (the "PAGA Action"). On November 21, 2022, the Parties stipulated to consolidate the Class and PAGA Actions. The Actions were consolidated effective December 19, 2022.

On November 24, 2025, Plaintiff Brendan Smith filed a First Amended Complaint adding Plaintiff Insiyah Haamid as a named Plaintiff and class representative. The operative class

complaint alleges that NAVCO: (1) failed to pay all straight time wages; (2) failed to pay all overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) knowingly and intentionally failed to comply with itemized employee wage statement provisions; (6) failed to pay all wages due at the time of termination of employment; (7) failed to reimburse employees for all business expenses; and (8) violated the Unfair Competition Law. Defendant NAVCO expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class and PAGA Members.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, **the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong.** By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. How Does this Class and PAGA Action Settlement Work?

Plaintiffs and their attorneys believe the settlement is fair, adequate, and reasonable. The Orange County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing], 2026 at [time a.m./p.m.], in Department CX102 before Judge Layne H. Melzer at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The date of the Final Approval Hearing may change without further notice to the Class or PAGA Members. You are advised to check the Court's website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class and PAGA Members ("Class Counsel")	Attorneys for NAVCO
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	**MICHELMAN & ROBINSON, LLP** Dana A. Kravetz dkravetz@mrllp.com Amanda K. Monroe amonroe@mrllp.com 10880 Wilshire Blvd., 19th Floor Los Angeles, California 90024 Telephone: (310) 299-5500

The Court has appointed Mara Law Firm, PC, to represent you and all other Class Members and PAGA Members simultaneously in this Settlement. You are not required to hire your own attorney because Mara Law Firm, PC, is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. *How do I Participate in the Settlement?*

If you do nothing, you will automatically be included as a participant in this Settlement and entitled to money under the settlement, provided the Settlement Administrator has your Social Security Number ("SSN"). By participating in the Settlement, you will be bound by the Release described in Section 8 below.

If the Settlement Administrator does not have your SSN on file, **you must submit it to receive an individual settlement check**. NAVCO's records show that your SSN **[is/is not]** on file. If your SSN is **not** on file, you **must** submit your SSN to receive a Settlement payment from this Settlement. To securely submit your SSN to the Settlement Administrator only, fill out the enclosed IRS W-9 Form and return it to the Settlement Administrator by mail, email, or fax. The Settlement Administrator's information is:

NAVCO Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Email: INSERT
Fax: INSERT

Alternatively, you can go onto the settlement website (www._____.com) and submit your SSN there. If you have questions about how to fill out the IRS W-9 Form or how to submit your SSN online, please call the Settlement Administrator at [phone number].

It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note*: *NAVCO will not retaliate against you in any way for either participating or not participating in this Settlement.

If you do nothing, you ***will*** be entitled to money under the settlement and ***will*** be bound by the release of claims stated in this notice.

6. *How Do I Request to be Excluded from the Settlement?*

If you request to be excluded from the settlement, you **will not** receive any part of the class portion of the settlement. This is the only option that allows you to ever be a part of any other lawsuit against NAVCO about the legal claims and statutory period alleged in this case. By timely opting out, you will no longer receive any part of the class portion of the Settlement, nor bound by the release of class claims. You will still be bound by the release of PAGA claims.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:	
How can I request to be excluded from the settlement?	You can request to be excluded from the class portion of the settlement by mailing, emailing, or faxing the Settlement Administrator a written request for exclusion. To do this, you can use the enclosed Request for Exclusion Form.
Is there a deadline to request to be excluded?	You must postmark or email/fax your completed Request for Exclusion Form or other written request to be excluded by 60 DAYS AFTER MAILING. If your settlement notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address

	was found for you, your deadline to respond to the settlement will be forty-five (45) days from the date your notice was remailed or 60 DAYS AFTER MAILING, whichever is later.
What information do I need to provide?	You must fully complete the enclosed Request for Exclusion Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, current address, telephone number, last four digits of your Social Security number; (2) state your intention to exclude yourself from or opt-out of the Settlement, (3) be addressed to Settlement Administrator; and (4) your signature and date of signature or your lawful representative signature and date of signature.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you performed one or more Work Orders for NAVCO at any time between May 23, 2021, and March 10, 2026, and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

The Court's judgment, whether favorable or not, will be binding on all Class Members who do not request exclusion.

Any class member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

7. How Do I Object to the Settlement?

You can ask the Court to deny approval by filing an objection or appearing at the Final Approval Hearing to assert the objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Importantly, you cannot object to the settlement if you have requested to be excluded from the settlement.

HOW TO OBJECT TO THE SETTLEMENT:	
How can I object to the settlement?	As long as you have not requested to be excluded from the Settlement, you can object to the settlement by mailing, emailing, or faxing the Settlement Administrator a written objection or appearing at the Final Approval Hearing to assert your objection. To do this, you can use the enclosed Formal Objection Form.
Is there a deadline to object?	You must postmark or email/fax your completed Formal Objection Form or other written objection by 60 DAYS AFTER MAILING. If your settlement notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to respond to the settlement will be forty-five (45) days from the date your notice was remailed or 60 DAYS AFTER MAILING, whichever is later.

What information do I need to provide?	You must fully complete the enclosed Formal Objection Form. Alternatively, you can send an objection that includes all of the following: (1) your full name, address, telephone number, the last four digits of your social security number; (2) the words "Notice of Objection" or "Formal Objection" and (3) a short statement of the facts supporting the objection, such as, the legal and factual arguments supporting the objection.

Absent good cause found by the Court, Class Members and PAGA Members who fail to file timely written objections in the manner specified above or fail to appear at the Final Approval Hearing to assert an objection shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. How Does This Settlement Affect Your Rights?

If you do not submit a Request for Exclusion Form or other request to be excluded from the settlement and the Court approves of the settlement, you will receive your share of the settlement as described in Section 10 of this notice. In exchange for your share of the settlement, you will be releasing your right to bring your own lawsuit against NAVCO for the same claims that Plaintiffs alleged in the lawsuit, or to bring claims that could have been alleged based on a reasonable interpretation of the facts alleged in the Lawsuit. Specifically, if you choose to receive your share of the settlement, you will be releasing your right to file a lawsuit or other claim against NAVCO for California wage and hour violations that occurred from August 24, 2018, through March 10, 2026, such as claims for failure to pay all straight and overtime wages owed, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages owed at the termination of employment, failure to reimburse for all business expenses, and violations of the Unfair Competition Law.

In addition, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. If you performed at least one Work Order for NAVCO in California as technician NAVCO classified as an independent contractor, you are a PAGA Member. PAGA Members will release claims for civil penalties under the PAGA for the claims alleged in Plaintiff's lawsuit. This release will be for the period of time between May 23, 2021, through March 10, 2026.

If you would like to see the settlement documents or complaint on file, you can check www.occourts.org, the Court's website, or contact Class Counsel. Directions for accessing the Court's website are outlined in Section 16 of this notice. Class Counsel's information is outlined in Section 4 of this notice.

9. How Much is the Settlement?

The amount that NAVCO is required to pay under this settlement is $790,000. This amount is referred to as the "Gross Settlement Amount." The Gross Settlement Amount includes the following amounts: (1) approximately $366,667 for disbursement to Class Members who do not request to be excluded from the settlement; (2) $15,000 to Plaintiff Brendan Smith and $15,000 to Plaintiff Insiyah Haamid ($30,000 total) for their efforts in bringing this action; (3) costs to

administer the settlement – meaning costs associated with mailing this notice to Class Members and costs associated with sending out settlement checks – to the Settlement Administrator, Simpluris, which will not exceed $25,000; (4) $50,000 to Plaintiff's claims under the PAGA (of this amount $37,500 will be paid to the Labor and Workforce Development Agency pursuant to the Private Attorneys' General Act of 2004 and $12,500 will be available for distribution to PAGA Members); and (5) payment to Class Counsel in the amount of $263,333 (one-third of the Gross Settlement Amount) in attorneys' fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed $60,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve these requests until the Final Approval Hearing. If any of the amounts awarded are less than what is requested, the difference shall become part of the amount available for distribution to Class Members who do not request to be excluded from the settlement.

10. How Much Can I Expect to Receive from the Settlement?

Each Class Member who does not request to be excluded from the settlement will be provisionally assigned an award amount based on the number of Work Orders they performed for NAVCO during the Class Period. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount based upon the following formula: NAVCO shall provide the Settlement Administrator with the total number of Work Orders performed by all Class Members during the Class Period for which Class Members did not already release their claims against NAVCO; the Settlement Administrator shall then divide the Net Payment by the total number of Work Orders resulting in a value for each Work Order attributable to Participating Class Members ("Work Order Value"); the Settlement Administrator shall then take the number of Work Orders worked by each Participating Class Member and multiply it by the Work Order Value. Therefore, your settlement payment ties directly to the number of Work Orders you performed for NAVCO between August 24, 2018, and March 10, 2026.

Although your exact settlement share cannot be precisely calculated until all Class Members have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: $_____ (based on NAVCO's data which shows you performed # Work Orders in California between August 24, 2018, and March 10, 2026). If you performed Work Orders for NAVCO prior to August 24, 2018, this lawsuit only compensates you for the Work Orders you performed on or after August 24, 2018.

If you believe the number of Work Orders attributed to you is incorrect, you must notify the Settlement Administrator by completing the enclosed Dispute Form and mailing, emailing, or faxing it to the Settlement Administrator no later than 60 DAYS AFTER MAILING. Alternatively, you can notify the Settlement Administrator by mail, email, or fax, no later than 60 DAYS AFTER MAILING, explaining the basis for the dispute and including any supporting documentation showing that the Work Orders credited to you are inaccurate. If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because a more accurate address was found for you, your deadline to submit a dispute as to the workweeks attributed to you will be forty-five (45) days from the date your notice was remailed or 60 DAYS AFTER MAILING, whichever is later. In response to a dispute submitted by a Class Member, NAVCO will review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator will make an initial determination about any disputes

submitted. The Court shall have the right to review any decision by the Settlement Administrator regarding disputes.

You may also be entitled to a payment for your release of PAGA claims if you performed Work Orders for NAVCO in California on or after May 23, 2021, to March 10, 2026. If you performed Work Orders for NAVCO in California during this time period and NAVCO classified you as an independent contractor, you are a PAGA Member. Based on NAVCO's data which shows you performed # Work Orders in California between May 23, 2021, and Marcy 10, 2026, your payment as a PAGA Member is $_____. If you submit a dispute, as outlined in the paragraph above, the initial determination made by the Settlement Administrator, subject to Court review, will also apply to the number of pay periods you are attributed to have worked as a PAGA Member.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, ten percent (10%) of each settlement payment is intended to settle Participating Class Members' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. NAVCO will pay its share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Ninety percent (90%) of each settlement payment is intended to settle each Participating Class Members' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

One hundred percent (100%) of each PAGA settlement share is intended to settle each PAGA Members' claims for penalties under the PAGA. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

The Settlement Administrator **[does/does not]** have your Social Security Number ("SSN") on file. This information is **required** to issue you a Settlement payment, for income tax reporting purposes. If the Settlement Administrator does not have your SSN on file, you **must** submit to the Settlement Administrator the enclosed IRS W-9 Form or submit your SSN online at www._____.com in order to receive your Settlement payment. If you have questions about how to fill out the IRS W-9 Form or how to submit your SSN online, please call the Settlement Administrator at [phone number].

Fill in the requested information enclosed in the IRS W-9 Form, sign and mail/fax it to the Settlement Administrator:

NAVCO Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Email: INSERT
Fax: INSERT

If you do **not** submit the enclosed IRS 1-9 Form or submit your SSN online and the Settlement Administrator does **not** have a SSN on file for you, the Settlement Administrator will **not** mail you a Settlement check. Your Settlement payment will be sent to the State Controller's Office Unclaimed Property Fund, in your name. You can retrieve your settlement funds from the State Controller's Office Unclaimed Property Fund at https://claimit.ca.gov/.

13. When Can I Expect to Receive Money from the Settlement?

A. When Will NAVCO Pay the Gross Settlement Amount?

NAVCO shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later sixty (60) calendar days after the Effective Final Settlement Date.

The "Effective Final Settlement Date" is the later of the time when either: (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) the date the Court enters an order on final approval of the settlement, if there are no objections.

B. When Will Settlement Checks Be Mailed?

Within ten (10) days of receipt of the Gross Settlement Amount, the Settlement Administrator will mail the settlement payments to Participating Class Members and the Class Representative Enhancement Payments to Plaintiffs, as well as disburse the Attorneys Fees and Litigation Expenses to Class Counsel, Administration Costs to itself, and the PAGA Payment to the LWDA and PAGA Members. The Settlement Administrator will send any tax payments owed to the appropriate tax authorities from this disbursement. To ensure the check is mailed to the correct address, inform the Settlement Administrator of any changes to your address.

17. What Happens If I Don't Submit the Enclosed IRS W-9 Form?

It is strongly encouraged that you submit the enclosed IRS W-9 Form. If you do not submit this form, within 180 calendar days after the settlement checks are mailed to Participating Class Members, your settlement check will be paid to the State of California's Unpaid Wage Fund in your name.

18. What Happens to Uncashed Check Funds?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be paid to the State of California's Unpaid Wage Fund in your name.

14. How Will the Attorneys for the Class Be Paid?

The Court-appointed attorneys for Plaintiffs and the Class Members and PAGA Members will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed one-third of the Gross Settlement Amount (estimated to be $263,333) in attorneys' fees and an amount not to exceed $60,000 in actual litigation costs. NAVCO has paid and will continue to pay all of its own attorneys' fees and costs.

15. How Will the Class Representatives Be Paid?

Plaintiff Brendan Smith will also be paid, subject to Court approval, an amount not to exceed $15,000, and Plaintiff Insiyah Haamid will be paid, subject to Court approval, an amount not to exceed $15,000 in consideration for bringing this case, for the time and effort they put into litigating this case and for conferring a benefit upon other Class Members and PAGA Members and the State of California.

16. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can receive a copy of the settlement agreement by contacting Class Counsel at the information listed in Section 4, above, or by accessing the Court docket in this case through the Court's website at https://www.occourts.org or by visiting the office of the Court at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the NAVCO Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's website, access the website https://www.occourts.org. Once at this website, click on the "Online Services" link. Then click the link that says "Case Access" under the heading "Online Services". Then click "Civil Case & Document Access." At the bottom of the page, click "Accept Terms". On the next page, type the case number "01277227" into the box with the words "Case Number" and "2022" in the box with the words "Year Filed". Then, click the "Search" button. This will take you to the case information. If you scroll down on this page, you will be able to access all of the documents filed in the case.

Additionally, the Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [FINAL APPROVAL HEARING DATE/TIME], in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

Settlement documents, including the Court's final judgment, will be posted on the settlement website (www._____.com). Other documents available on the settlement website include the operative complaints, the settlement agreement, and the Court's order granting preliminary approval.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

IRS W-9 FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IN ORDER FOR YOU TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, THE SETTLEMENT ADMINISTRATOR REQUIRES YOUR SOCIAL SECURITY NUMBER. IF THE SETTLEMENT ADMINISTRATOR DOES **NOT** HAVE YOUR SOCIAL SECURITY NUMBER ON FILE, **YOU MUST SUBMIT YOUR SSN. TO DO SO, YOU MAY SIGN AND FILL OUT THIS FORM** ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter your Social Security Number (SSN) or Employer Identification Number (EIN):
SSN: __ __ __ -- __ __ -- __ __ __ __ OR EIN: __ __ -- __ __ __ __ __ __ __

Check Appropriate box: ☐ Individual/Sole Prop. ☐ Other_____

Print name as shown on your income tax return if different from Payee:_____

Under penalties of perjury, I certify that:
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am a U.S. person (including a U.S. resident alien). Please Check one: ☐ Yes ☐ No

Signature: _____

REQUEST FOR EXCLUSION FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU DO **NOT** WANT TO PARTICIPATE IN THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED OR [**RESPONSE DEADLINE**], WHICHEVER IS LATER, TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS

I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the settlement, and I have decided **not** to participate in the proposed settlement. Please note that you cannot request to be excluded from the PAGA portion of the settlement. As such, if you request to be excluded from the settlement and are a PAGA Aggrieved Employee, you will still receive your portion of the PAGA Fund.

_____ _____
(Date) (Signature)

_____ _____
(Address) (Type or Print Name)

_____ _____
(City, State, Zip) (Social Security Number)

_____
(Telephone Number)

DISPUTE FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU BELIEVE THE NUMBER OF WORK ORDERS ATTRIBUTED TO YOU IS INCORRECT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED OR [**RESPONSE DEADLINE**], WHICHEVER IS LATER, TO REQUEST TO SUBMIT A WORKWEEK DISPUTE.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I confirm that I performed work for NAVCO in California as an independent contractor at some time between August 24, 2018, and March 10, 2026 (the "Class Period"). I confirm that I have received notice of the proposed settlement in this action. I believe that the number of Work Orders attributed to me by the Settlement Administrator is incorrect.

Please state the number of Work Orders you believe you performed in California as an independent contractor during the period of time beginning on August 24, 2018, and ending on March 10, 2026 (the "Class Period") and/or the number of Work Orders you believe you performed in California as an independent contractor during the period of time beginning on May 23, 2021, and ending on March 10, 2026 (the "PAGA Period"), as well as the basis for your belief (you may also provide this on a separate document enclosed and returned with this form):

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Please include any copies of documents, such as the Work Order, your independent contractor agreement with NAVCO, proof of payments you received from your Work Orders, emails with NAVCO, and/or other records you are relying on in support of your dispute when you return this form.

_____ _____

(Date) (Signature)

_____ _____

(Address) (Type or Print Name)

_____ _____

(City, State, Zip) (Social Security Number)

_____

(Telephone Number)

FORMAL OBJECTION FORM

Brendan Smith and Insiyah Haamid v. North American Video Corporation
Case No. 30-2022-01277227-CU-OE-CXC
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. YOU MAY ALSO EMAIL OR FAX THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE EMAIL ADDRESS OR FAX NUMBER BELOW ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA FORTY-FIVE (45) DAYS AFTER THE DATE YOUR NOTICE WAS REMAILED OR [**RESPONSE DEADLINE**], WHICHEVER IS LATER, TO OBJECT TO THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I WANT TO OBJECT TO THE SETTLEMENT.

I confirm that I performed work for NAVCO in California as an independent contractor at some time between August 24, 2018, and March 10, 2026. I confirm that I have received notice of the proposed settlement in this action.

Please provide the basis for your objection (you may also provide this on a separate document enclosed and returned with this form):

_____
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You may provide copies of documents or other exhibits you intend on relying on in support of your objection when you return this form if you would like.

You may appear at the final approval hearing, if you so choose, to discuss your objection with the Court. Please note that if the Court rejects your objection, you will receive a settlement payment and will be bound by the terms of the settlement.

_____	_____
(Date)	(Signature)
_____	_____
(Address)	(Type or Print Name)
_____	_____
(City, State, Zip)	(Social Security Number)
_____	
(Telephone Number)	

CORTE SUPERIOR DEL CONDADO DE ORANGE

Si realizó una o más órdenes de trabajo para North American Video Corporation ("NAVCO" o "Demandado") en California como contratista independiente en cualquier momento entre el 24 de agosto del 2018 y el 10 de marzo del 2026, un acuerdo de acción de clase y en virtud de la PAGA afectará sus derechos. Puede tener derecho a un pago en virtud de este acuerdo.

Una Corte autorizó esta notificación. Esta no es una petición de un abogado.

Los extécnicos Brendan Smith e Insiyah Haamid ("Demandantes") presentaron un juicio de acción de clase propuesto y un juicio en virtud de la Ley de Procuraduría General Privada ("PAGA") contra NAVCO. Los juicios alegan reclamos contra NAVCO que afirman que NAVCO clasificó inapropiadamente a algunos de sus técnicos como contratistas independientes, negando así a estas personas los derechos a los que tienen derecho conforme a la ley de California. NAVCO niega todas las supuestas violaciones y niega responsabilidad. La Corte no se ha pronunciado sobre el fondo de la causa. Las Partes han acordado resolver los reclamos establecidos en los juicios.

SUS DERECHOS LEGALES Y OPCIONES:	
NO HACER NADA	Obtener un pago del acuerdo y renunciar a cualquier derecho a demandar por los Reclamos Exonerados (definidos a continuación). Puede encontrar más información sobre esto en la Sección 5 en la página 4 de esta notificación.
EXCLUIRSE	No recibirá ningún pago como Miembro de la Clase. Esta es la única opción que le permite ser parte de cualquier otro juicio contra NAVCO que involucre los reclamos legales y el período legal alegados en este caso. Tenga en cuenta que no puede excluirse de la parte de la PAGA del acuerdo si es un Miembro de la PAGA. Puede encontrar más información sobre esto en la Sección 6 en la página 4 de esta notificación.
OPONERSE	Expresar por escrito por qué no está de acuerdo con el acuerdo. Puede encontrar más información sobre esto en la Sección 7 en la página 5 de esta notificación.
DISPUTAR SU CANTIDAD DE ÓRDENES DE TRABAJO	Si cree que la cantidad de Órdenes de Trabajo que se le atribuyen en virtud del Acuerdo es incorrecta, puede presentar una disputa al Administrador del Acuerdo. Puede encontrar más información sobre esto en la Sección 10 en la página 7 de esta notificación.

Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente esta notificación. Se considerará que la ha leído con atención y entendido. Estos derechos y opciones, **así como los plazos para ejercerlos**, se explican en esta Notificación. La Corte aún debe decidir si homologará el Acuerdo. Los pagos se realizarán si la Corte homologa el Acuerdo. Por favor, sea paciente.

El Acuerdo propuesto tiene dos partes principales: (1) un acuerdo de clase, y (2) un acuerdo en virtud de la PAGA. Según los registros de NAVCO y las suposiciones actuales de las Partes, **se**

estima que su Parte Individual del Acuerdo de la Clase es de $INSERT (menos las retenciones) y su Parte Individual del Acuerdo en virtud de la PAGA se estima en $INSERT. El importe real que puede recibir probablemente será diferente en función de una serie de factores.

PARA RECIBIR UN PAGO DEL ACUERDO, EL ADMINISTRADOR DEL ACUERDO NECESITA SU NÚMERO DE SEGURO SOCIAL. EL ADMINISTRADOR DEL ACUERDO [TIENE/NO TIENE] SU NÚMERO DE SEGURO SOCIAL EN EL ARCHIVO. SI EL ADMINISTRADOR DEL ACUERDO NO TIENE SU NÚMERO DE SEGURO SOCIAL EN EL ARCHIVO, DEBE PRESENTAR EL FORMULARIO W-9 ADJUNTO AL ADMINISTRADOR DEL ACUERDO O PRESENTAR EN LÍNEA DE FORMA SEGURA SU NÚMERO DE SEGURO SOCIAL en www.[redacted].com.

¿QUÉ INFORMACIÓN CONTIENE ESTA NOTIFICACIÓN?

1. ¿Por qué recibí esta notificación?	Página 2
2. ¿De qué se trata el juicio?	Página 2
3. ¿Cómo funciona un acuerdo de acción de clase y en virtud de la PAGA?	Página 3
4. ¿Quiénes son los abogados que representan a las partes?	Página 3
5. ¿Cómo participo en el acuerdo?	Página 4
6. ¿Cómo solicito ser excluido del acuerdo?	Página 4
7. ¿Cómo me opongo al acuerdo?	Página 5
8. ¿Cómo afecta este acuerdo sus derechos?	Página 6
9. ¿Cuánto es el acuerdo?	Página 6
10. ¿Cuánto puedo esperar recibir en virtud de este acuerdo?	Página 7
11. ¿Se retirarán impuestos de mi parte del acuerdo?	Página 8
12. ¿Cómo presento mi número de Seguro Social para recibir un pago del acuerdo?	Página 8
13. ¿Cuándo puedo esperar recibir dinero del acuerdo?	Página 9
14. ¿Cómo se les pagará a los abogados?	Página 9
15. ¿Cómo se le pagará al representante de la clase?	Página 10
16. ¿Qué hago si necesito más información o tengo preguntas?	Página 10

1. ¿Por qué recibí esta Notificación?

Los registros de NAVCO indican que usted realizó una o más Órdenes de Trabajo para NAVCO como técnico que fue clasificado como contratista independiente por NAVCO en algún momento entre el 24 de agosto del 2018 y el 10 de marzo del 2026. Este período se denomina el "Período de la Clase". Si realizó al menos una Orden de Trabajo para NAVCO en California como técnico clasificado como contratista independiente durante el Período de la Clase, puede tener derecho a recibir una suma de dinero en virtud de este Acuerdo. Esta Notificación le brinda información básica sobre el caso y le informa sobre sus opciones con respecto al Acuerdo.

2. ¿De qué se trata este caso?

El 23 de mayo del 2022, el Demandante Brendan Smith notificó a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") su reclamo por sanciones en virtud de la PAGA. El Demandante Brendan Smith presentó esta acción de clase putativa por salarios y horas contra NAVCO el 24 de agosto del 2022 (Caso No. 30-2022-01277227-CU-OE-CXC) (la "Acción de Clase"). El 24 de agosto del 2022, el Demandante Brendan Smith presentó una acción representativa conforme a la Ley de Procuraduría General Privada de 2004 ("PAGA") contra

NAVCO (Caso No. 30-2022-01277262-CU-OE-CXC) (la "Acción en virtud de la PAGA"). El 21 de noviembre del 2022, las Partes estipularon consolidar las Acciones de Clase y en virtud de la PAGA. Las Acciones se consolidaron a partir del 19 de diciembre del 2022.

El 24 de noviembre del 2025, el Demandante Brendan Smith presentó una Primera Demanda Modificada que agregó a la Demandante Insiyah Haamid como demandante principal y representante de la clase. La demanda de clase vigente alega que NAVCO: (1) no pagó todos los salarios regulares; (2) no pagó todos los salarios por horas extra; (3) no proporcionó períodos de comida; (4) no autorizó ni permitió períodos de descanso; (5) no cumplió intencionalmente y a sabiendas con las disposiciones de talones de cheque desglosados de los empleados; (6) no pagó todos los salarios adeudados al momento de la finalización del empleo; (7) no reembolsó a los empleados todos los gastos comerciales; y (8) violó la Ley de Competencia Desleal. El Demandado NAVCO niega expresamente haber hecho algo mal o haber violado la ley y niega además toda responsabilidad frente a los Demandantes o a la Clase y los Miembros de la PAGA.

La Corte no ha realizado ninguna determinación con respecto a si los reclamos presentados por los Demandantes están fundados. En otras palabras, **la Corte no ha determinado si se ha violado alguna ley, ni ha decidido a favor de los Demandantes o del Demandado; en cambio, ambas partes acordaron resolver el juicio sin decisión o admisión de quién tiene la razón o está equivocado.** Al aceptar resolver el juicio, todas las partes evitan los riesgos y el costo de un juicio.

3. ¿Cómo funciona este Acuerdo de Acción de Clase y en virtud de la

Los Demandantes y sus abogados creen que el Acuerdo es justo, adecuado y razonable. La Corte Superior del Condado de Orange ha revisado de manera preliminar los términos del Acuerdo y ha determinado que el Acuerdo es justo, adecuado y razonable. El [fecha de la decisión sobre la homologación preliminar], la Corte certificó condicionalmente a la Clase solo a los efectos del acuerdo y ordenó que usted recibiera esta Notificación.

La Corte celebrará una Audiencia de Homologación Definitiva con respecto al acuerdo propuesto el [fecha de la audiencia de homologación definitiva] del 2026 a las [hora a. m./p. m.], en el Departamento CX102 ante la Jueza Layne H. Melzer en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. La fecha de la Audiencia de Homologación Definitiva puede cambiar sin previo aviso a la Clase o a los Miembros de la PAGA. Se le aconseja que consulte el sitio web de la Corte (las instrucciones para acceder a este sitio se proporcionan en la Sección 15 de esta Notificación) para confirmar que la fecha no ha sido cambiada.

4. ¿Quiénes son los Abogados que representan a las Partes?

Abogados de los Demandantes y de la Clase y los Miembros de la PAGA ("Abogados de la Clase")	Abogados de NAVCO

MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino del Río Sur, Suite 207 San Diego, CA 92108 Teléfono: (619) 234-2833 Fax: (619) 234-4048	**MICHELMAN & ROBINSON, LLP** Dana A. Kravetz dkravetz@mrllp.com Amanda K. Monroe amonroe@mrllp.com 10880 Wilshire Blvd., 19th Floor Los Ángeles, California 90024 Teléfono: (310) 299-5500

La Corte ha designado a Mara Law Firm, PC, para que lo represente a usted y a todos los demás Miembros de la Clase y Miembros de la PAGA simultáneamente en este Acuerdo. No es necesario que contrate a su propio abogado porque Mara Law Firm, PC, trabaja en su nombre. Sin embargo, si desea contar con su propio abogado, puede contratarlo a su cuenta y cargo.

5. ¿Cómo participo en el Acuerdo?

Si no hace nada, será incluido automáticamente como participante en este Acuerdo y tendrá derecho a recibir dinero en virtud del Acuerdo, siempre que el Administrador del Acuerdo tenga su Número de Seguro Social ("SSN"). Al participar en el Acuerdo, quedará obligado por la Exoneración que se describe en la Sección 8 a continuación.

Si el Administrador del Acuerdo no tiene su SSN registrado, **debe presentarlo para recibir un cheque individual del acuerdo**. Los registros de NAVCO indican que su número de SSN **[está/no está]** en el archivo. Si su SSN **no está** registrado, **debe** presentar su SSN para recibir un Pago del Acuerdo de este Acuerdo. Para enviar su SSN de manera segura al Administrador del Acuerdo únicamente, complete el Formulario W-9 del IRS adjunto y devuélvalo al Administrador del Acuerdo por correo, correo electrónico o fax. La información del Administrador del Acuerdo es:

Administrador del Acuerdo de NAVCO
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Correo electrónico: INSERTAR
Fax: INSERTAR

Alternativamente, puede visitar el sitio web del acuerdo (www._____.com) y presentar su SSN allí. Si tiene preguntas sobre cómo completar el Formulario W-9 del IRS o cómo enviar su SSN en línea, llame al Administrador del Acuerdo al [número de teléfono].

Es su responsabilidad asegurarse de que el Administrador del Acuerdo tenga su dirección actual en el archivo, o es posible que no reciba información importante o un pago del acuerdo.

Nota importante*: *NAVCO no tomará represalias en su contra por participar o no en este Acuerdo.

Si no hace nada, ***tendrá*** derecho a recibir dinero en virtud del Acuerdo y ***quedará*** obligado por la exoneración de los reclamos establecidos en esta notificación.

6. ¿Cómo solicito ser excluido del Acuerdo?

Si solicita ser excluido del Acuerdo, **no** recibirá ninguna parte de aquella correspondiente a la clase del Acuerdo. Esta es la única opción que le permite ser parte de cualquier otro juicio contra NAVCO sobre los reclamos legales y el período legal alegados en este caso. Al excluirse oportunamente, ya no recibirá ninguna parte de aquella correspondiente a la clase del Acuerdo, ni estará obligado por la exoneración de los reclamos de la clase. Aún quedará obligado por la exoneración de los reclamos en virtud de la PAGA.

CÓMO SOLICITAR SER EXCLUIDO DEL ACUERDO:	
¿Cómo puedo solicitar ser excluido del Acuerdo?	Puede solicitar ser excluido de la parte de la clase del Acuerdo enviando por correo, correo electrónico o fax una Solicitud de Exclusión por escrito al Administrador del Acuerdo. Para ello, puede usar el Formulario de Solicitud de Exclusión adjunto.
¿Hay una fecha límite para solicitar ser excluido?	Debe enviar por correo postal o enviar por correo electrónico/fax su Formulario de Solicitud de Exclusión completado u otra solicitud escrita para ser excluido a más tardar 60 DÍAS DESPUÉS DEL ENVÍO POR CORREO. Si su notificación del acuerdo fue devuelta al Administrador del Acuerdo como imposible de entregar y luego se le volvió a enviar por correo porque se encontró una dirección más precisa para usted, su fecha límite para responder al Acuerdo será de cuarenta y cinco (45) días a partir de la fecha en que se volvió a enviar su notificación o 60 DÍAS DESPUÉS DEL ENVÍO POR CORREO, lo que ocurra más tarde.
¿Qué información necesito brindar?	Debe completar el Formulario de Solicitud de Exclusión adjunto. Alternativamente, puede enviar una Solicitud de Exclusión por escrito que incluya todo lo siguiente: (1) su nombre completo, dirección actual, número de teléfono, últimos cuatro dígitos de su número de Seguro Social; (2) indicar su intención de excluirse del Acuerdo; (3) estar dirigida al Administrador del Acuerdo; y (4) su firma y fecha de firma o la firma del representante legal y fecha de firma.

El Acuerdo propuesto incluye el acuerdo de reclamos por sanciones civiles en virtud de la PAGA. Un empleado no puede solicitar la exclusión del acuerdo de un reclamo en virtud de la PAGA. Por lo tanto, si la Corte homologa este Acuerdo, incluso si solicita la exclusión del Acuerdo, aún recibirá una Parte Individual del Acuerdo por los Reclamos en virtud de la PAGA si realizó una o más Órdenes de Trabajo para NAVCO en cualquier momento entre el 23 de mayo del 2021 y el 10 de marzo del 2026, y se considerará que ha exonerado los Reclamos en virtud de la PAGA. Una solicitud de exclusión conservará su derecho a presentar individualmente solo los reclamos sustantivos, individuales y/o de clase restantes.

La sentencia de la Corte, ya sea favorable o no, será vinculante para todos los Miembros de la Clase que no soliciten la exclusión.

Cualquier miembro de la clase que no solicite la exclusión puede, si el Miembro de la Clase lo desea, comparecer a través de un abogado.

7. ¿Cómo me opongo al Acuerdo?

Puede solicitarle a la Corte que rechace la homologación presentando una oposición o compareciendo en la Audiencia de Homologación Definitiva para hacer valer la oposición. No puede solicitar a la Corte que ordene un acuerdo por un importe mayor; la Corte solo puede homologar o rechazar el acuerdo. Si la Corte no otorga la homologación, no se realizarán pagos del acuerdo y el juicio continuará. Es importante destacar que no puede oponerse al acuerdo si ha solicitado ser excluido del acuerdo.

CÓMO OPONERSE AL ACUERDO:	
¿Cómo me opongo al acuerdo?	Siempre y cuando no haya solicitado ser excluido del Acuerdo, puede oponerse al Acuerdo enviando por correo, correo electrónico o fax una oposición por escrito al Administrador del Acuerdo o compareciendo en la Audiencia de Homologación Definitiva para hacer valer su oposición. Para hacer esto, puede usar el Formulario de Oposición Formal adjunto.
¿Hay una fecha límite para oponerse?	Debe enviar por correo postal o enviar por correo electrónico/fax su Formulario de Oposición Formal completado u otra oposición escrita a más tardar 60 DÍAS DESPUÉS DEL ENVÍO POR CORREO. Si su notificación del acuerdo fue devuelta al Administrador del Acuerdo como imposible de entregar y luego se le volvió a enviar por correo porque se encontró una dirección más precisa para usted, su fecha límite para responder al Acuerdo será de cuarenta y cinco (45) días a partir de la fecha en que se volvió a enviar su notificación o 60 DÍAS DESPUÉS DEL ENVÍO POR CORREO, lo que ocurra más tarde.
¿Qué información necesito brindar?	Debe completar el Formulario de Oposición Formal adjunto. Alternativamente, puede enviar una oposición que incluya todo lo siguiente: (1) su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social; (2) las palabras "Notificación de Oposición" u "Oposición Formal" y (3) una breve declaración de los hechos que respaldan la oposición, como los argumentos de hecho y de derecho que respaldan la oposición.

En ausencia de una causa válida que determine la Corte, se considerará que los Miembros de la Clase y los Miembros de la PAGA que no presenten oposiciones escritas oportunas de la manera especificada anteriormente o no comparezcan en la Audiencia de Homologación Definitiva para hacer valer una oposición han renunciado a toda oposición y no podrán realizar ninguna oposición (ya sea una apelación o de otro modo) al Acuerdo.

Si la Corte rechaza la oposición, la persona que se opone recibirá un pago del acuerdo y quedará obligada por los términos del acuerdo y exonerará los reclamos según se define en la Sección 8 de esta notificación y en el acuerdo.

8. ¿Cómo afecta este Acuerdo sus derechos?

Si no presenta un Formulario de Solicitud de Exclusión u otra solicitud de exclusión del acuerdo y la Corte homologa el acuerdo, recibirá su parte del acuerdo como se describe en la Sección 10

de esta notificación. A cambio de su parte del acuerdo, exonerará su derecho a iniciar su propio juicio contra NAVCO por los mismos reclamos que los Demandantes alegaron en el juicio, o a presentar reclamos que podrían haberse alegado sobre la base de una interpretación razonable de los hechos alegados en el Juicio. Específicamente, si elige recibir su parte del acuerdo, exonerará su derecho a presentar un juicio u otro reclamo contra NAVCO por violaciones de salarios y horas de California que ocurrieron entre el 24 de agosto del 2018 y el 10 de marzo del 2026, como reclamos por no pagar todos los salarios regulares y horas extra adeudados, no proporcionar períodos de comida y descanso legales, no proporcionar talones de cheque precisos y desglosados, no pagar todos los salarios adeudados al momento de la finalización del empleo, no reembolsar todos los gastos comerciales y violaciones de la Ley de Competencia Desleal.

Además, el Acuerdo propuesto incluye el acuerdo de reclamos por sanciones civiles en virtud de la PAGA. Si realizó al menos una Orden de Trabajo para NAVCO en California como técnico que NAVCO clasificó como contratista independiente, usted es un Miembro de la PAGA. Los Miembros de la PAGA exonerarán los reclamos por sanciones civiles en virtud de la PAGA por los reclamos alegados en el juicio del Demandante. Esta exoneración será por el período comprendido entre el 23 de mayo del 2021 y el 10 de marzo del 2026.

Si desea ver los documentos del acuerdo o la demanda que se encuentra en el expediente, puede consultar www.occourts.org, el sitio web de la Corte o contactar a los Abogados de la Clase. Las instrucciones para acceder al sitio web de la Corte se describen en la Sección 16 de esta notificación. La información de los Abogados de la Clase se describe en la Sección 4 de esta notificación.

9. ¿Cuál es el importe del Acuerdo?

El importe que NAVCO debe pagar en virtud de este Acuerdo es de $790,000. Este importe se denomina el "Importe Bruto del Acuerdo". El Importe Bruto del Acuerdo incluye los siguientes importes: (1) aproximadamente $366,667 para el desembolso a los Miembros de la Clase que no soliciten ser excluidos del acuerdo; (2) $15,000 al Demandante Brendan Smith y $15,000 a la Demandante Insiyah Haamid ($30,000 en total) por sus esfuerzos para iniciar esta acción; (3) costos para administrar el Acuerdo, lo que significa costos asociados con el envío de esta notificación a los Miembros de la Clase y costos asociados con el envío de cheques del acuerdo al Administrador del Acuerdo, Simpluris, que no excederán los $25,000; (4) $50,000 para los reclamos del Demandante en virtud de la PAGA (de este monto, $37,500 se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral conforme a la Ley de Procuraduría General Privada de 2004 y $12,500 estarán disponibles para su distribución a los Miembros de la PAGA); y (5) el pago a los Abogados de la Clase por el monto de $263,333 (un tercio del Importe Bruto del Acuerdo) en honorarios de abogados por investigar los hechos del caso, litigar el caso y negociar el Acuerdo, y un monto que no exceda los $60,000 por los costos reales gastados en litigar este caso. Todos estos pagos están sujetos a la aprobación de la Corte.

La Corte no aprobará estas solicitudes hasta la Audiencia de Homologación Definitiva. Si alguno de los montos adjudicados es menor a lo solicitado, la diferencia pasará a ser parte del monto disponible para su distribución a los Miembros de la Clase que no soliciten ser excluidos del acuerdo.

10. ¿Cuánto puedo esperar recibir del Acuerdo?

A cada Miembro de la Clase que no solicite ser excluido del Acuerdo se le asignará provisionalmente un monto de adjudicación según la cantidad de Órdenes de Trabajo que realizaron para NAVCO durante el Período de la Clase. Cada Miembro Participante de la Clase

recibirá una parte proporcional del Importe Neto del Acuerdo sobre la base de la siguiente fórmula: NAVCO proporcionará al Administrador del Acuerdo la cantidad total de Órdenes de Trabajo realizadas por todos los Miembros de la Clase durante el Período de la Clase para las cuales los Miembros de la Clase aún no exoneraron sus reclamos contra NAVCO; el Administrador del Acuerdo luego dividirá el Pago Neto por la cantidad total de Órdenes de Trabajo que dé lugar a un valor para cada Orden de Trabajo atribuible a los Miembros Participantes de la Clase ("Valor de la Orden de Trabajo"); el Administrador del Acuerdo luego tomará la cantidad de Órdenes de Trabajo trabajadas por cada Miembro Participante de la Clase y la multiplicará por el Valor de la Orden de Trabajo. Por lo tanto, su Pago del Acuerdo se relaciona directamente con la cantidad de Órdenes de Trabajo que realizó para NAVCO entre el 24 de agosto del 2018 y el 10 de marzo del 2026.

Si bien su parte exacta del acuerdo no puede calcularse con precisión hasta que todos los Miembros de la Clase hayan tenido la oportunidad de solicitar ser excluidos del acuerdo, sobre la base de la fórmula de cálculo anterior, su parte aproximada del acuerdo es: $_____ (según los datos de NAVCO que muestran que usted realizó # Órdenes de Trabajo en California entre el 24 de agosto del 2018 y el 10 de marzo del 2026). Si realizó Órdenes de Trabajo para NAVCO antes del 24 de agosto del 2018, este juicio solo lo compensará por las Órdenes de Trabajo que realizó el 24 de agosto del 2018 o después de esa fecha.

Si cree que la cantidad de Órdenes de Trabajo que se le atribuyen es incorrecta, debe notificar al Administrador del Acuerdo completando el Formulario de Disputa adjunto y enviándolo por correo, correo electrónico o fax al Administrador del Acuerdo a más tardar 60 DÍAS DESPUÉS DEL ENVÍO POR CORREO. Alternativamente, puede notificar al Administrador del Acuerdo por correo postal, correo electrónico o fax, a más tardar 60 DÍAS DESPUÉS DEL ENVÍO POR CORREO, explicando los fundamentos de la disputa e incluyendo cualquier documentación de respaldo que demuestre que las Órdenes de Trabajo que se le acreditaron son incorrectas. Si su notificación de clase fue devuelta al Administrador del Acuerdo como imposible de entregar y luego se le volvió a enviar por correo porque se encontró una dirección más precisa para usted, su fecha límite para presentar una disputa con respecto a las Semanas de Trabajo que se le atribuyeron será de cuarenta y cinco (45) días a partir de la fecha en que se volvió a enviar su notificación o 60 DÍAS DESPUÉS DE SU ENVÍO POR CORREO, lo que ocurra más tarde. En respuesta a una disputa presentada por un Miembro de la Clase, NAVCO revisará sus registros, la documentación proporcionada por el Miembro de la Clase y proporcionará información al Administrador del Acuerdo en respuesta a cualquier reclamo disputado. El Administrador del Acuerdo tomará una determinación inicial sobre cualquier disputa presentada. La Corte tendrá derecho a revisar cualquier decisión del Administrador del Acuerdo con respecto a las disputas.

También puede tener derecho a un pago por su exoneración de los reclamos en virtud de la PAGA si realizó Órdenes de Trabajo para NAVCO en California en o después del 23 de mayo del 2021 al 10 de marzo del 2026. Si realizó Órdenes de Trabajo para NAVCO en California durante este período y NAVCO lo clasificó como contratista independiente, usted es un Miembro de la PAGA. Según los datos de NAVCO que muestran que usted realizó # Órdenes de Trabajo en California entre el 23 de mayo del 2021 y el 10 de marzo del 2026, su pago como Miembro de la PAGA es de $_____. Si presenta una disputa, como se describe en el párrafo anterior, la determinación inicial realizada por el Administrador del Acuerdo, sujeta a revisión de la Corte, también se aplicará a la cantidad de períodos de pago que se le atribuye que ha trabajado como Miembro de la PAGA.

11. ¿Se deducirán impuestos de mi parte del acuerdo?

Sí, el diez por ciento (10 %) de cada Pago del Acuerdo tiene la intención de resolver los

reclamos de los Miembros Participantes de la Clase por salarios impagos. Esta parte de su Parte del Acuerdo se verá reducida por las retenciones y deducciones impositivas de la nómina de pago aplicables. NAVCO pagará su parte de los impuestos sobre la nómina de pago requeridos legalmente por separado y fuera del acuerdo. El Administrador del Acuerdo le emitirá un Formulario W-2 del IRS con respecto a esta parte de su parte del acuerdo.

El noventa por ciento (90 %) de cada Pago del Acuerdo tiene la intención de resolver los reclamos de cada Miembro Participante de la Clase por intereses y sanciones. Esta parte no se verá reducida por las retenciones y deducciones impositivas de la nómina de pago. El Administrador del Acuerdo le emitirá un Formulario 1099 del IRS con respecto a esta parte de su parte del acuerdo.

El cien por ciento (100 %) de cada parte del acuerdo en virtud de la PAGA tiene la intención de resolver los reclamos de cada Miembro de la PAGA por sanciones en virtud de la PAGA. Esta parte no se verá reducida por las retenciones y deducciones impositivas de la nómina de pago. El Administrador del Acuerdo le emitirá un Formulario 1099 del IRS con respecto a esta parte de su parte del acuerdo.

12. ¿Cuándo puedo esperar recibir dinero del Acuerdo?

El Administrador del Acuerdo **[tiene/no tiene]** su Número de Seguro Social ("SSN") en el archivo. Se **requiere** esta información para emitirle un pago del Acuerdo, a los efectos de la declaración del impuesto a las ganancias. Si el Administrador del Acuerdo no tiene su SSN en el archivo, **debe** presentar al Administrador del Acuerdo el Formulario W-9 del IRS adjunto o presentar su SSN en línea en www._____.com para recibir su pago del Acuerdo. Si tiene preguntas sobre cómo completar el Formulario W-9 del IRS o cómo enviar su SSN en línea, llame al Administrador del Acuerdo al [número de teléfono].

Complete la información solicitada adjunta en el Formulario W-9 del IRS, firme y envíela por correo/fax al Administrador del Acuerdo:

Administrador del Acuerdo de NAVCO
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Correo electrónico: INSERTAR
Fax: INSERTAR

Si **no** presenta el Formulario 1-9 del IRS adjunto o envía su SSN en línea y el Administrador del Acuerdo **no** tiene un SSN archivado para usted, el Administrador del Acuerdo **no** le enviará por correo un cheque del Acuerdo. Su Pago del Acuerdo será enviado al Fondo de Propiedad No Reclamada de la Oficina del Contralor del Estado, a su nombre. Puede recuperar sus fondos del acuerdo del Fondo de Propiedad No Reclamada de la Oficina del Contralor del Estado en https://claimit.ca.gov/.

13. ¿Cuándo puedo esperar recibir dinero del Acuerdo?

A. ¿Cuándo pagará NAVCO el Importe Bruto del Acuerdo?

NAVCO transferirá o proporcionará al Administrador del Acuerdo el Importe Bruto del Acuerdo a más tardar sesenta (60) días calendario después de la Fecha de Entrada en Vigencia del Acuerdo Definitiva.

La "Fecha de Entrada en Vigencia del Acuerdo Definitiva" es la fecha posterior del momento cuando: (i) la Sentencia de la Corte que otorga la Homologación Definitiva del Acuerdo sea definitiva y ya no esté sujeta a apelación, si hay oposiciones, o (ii) la fecha en que la Corte dicte una orden de homologación definitiva del Acuerdo, si no hay oposiciones.

B. ¿Cuándo se enviarán por correo los cheques del acuerdo?

Dentro de los diez (10) días posteriores a la recepción del Importe Bruto del Acuerdo, el Administrador del Acuerdo enviará por correo los pagos del acuerdo a los Miembros Participantes de la Clase y los Aumentos en los Pagos a los Representantes de la Clase a los Demandantes, así como también desembolsará los Honorarios de Abogados y Gastos de Litigio a los Abogados de la Clase, los Costos de Administración a sí mismo y el Pago en virtud de la PAGA a la LWDA y a los Miembros de la PAGA. El Administrador del Acuerdo enviará todos los pagos impositivos adeudados a las autoridades impositivas correspondientes de este desembolso. Para asegurarse de que el cheque se envíe a la dirección correcta, informe al Administrador del Acuerdo sobre cualquier cambio en su dirección.

17. ¿Qué sucede si no presento el Formulario W-9 del IRS adjunto?

Se recomienda fervientemente que presente el Formulario W-9 del IRS adjunto. Si no presenta este formulario, dentro de los 180 días calendario posteriores a que se envíen los cheques del acuerdo a los Miembros Participantes de la Clase, su cheque del acuerdo se pagará al Fondo de Salarios No Pagos del Estado de California a su nombre.

18. ¿Qué sucede con los fondos de cheques no cobrados?

Tenga en cuenta que debe cobrar o depositar su cheque del acuerdo dentro de los 180 días calendario después de que se le envíe el cheque. Si su cheque se perdió o extravió o si ha cambiado su dirección, comuníquese con el Administrador del Acuerdo. Si algún cheque permanece sin cobrar o no se deposita antes del vencimiento del período de 180 días después del envío por correo, se considerará nulo y sin más fuerza y efecto. Esto significa que no podrá cobrar ni canjear su cheque del acuerdo 180 días después de su emisión. Los fondos de los cheques del acuerdo que sean anulados se pagarán al Fondo de Salarios No Pagos del Estado de California a su nombre.

14. ¿Cómo se pagará a los Abogados de la Clase?

Los abogados designados por la Corte para los Demandantes, los Miembros de la Clase y los Miembros de la PAGA recibirán un pago del Importe Bruto del Acuerdo, sujeto a la homologación de la Corte, por un monto que no exceda un tercio del Importe Bruto del Acuerdo (estimado en $263,333) en honorarios de abogados y un monto que no exceda los $60,000 en costos reales de litigación. NAVCO ha pagado y continuará pagando todos los honorarios y costos de sus propios abogados.

15. ¿Cómo se les pagará a los Representantes de la Clase?

También se pagará al Demandante Brendan Smith, sujeto a la aprobación de la Corte, un importe que no exceda los $15,000, y a la Demandante Insiyah Haamid se le pagará, sujeto a la

aprobación de la Corte, un importe que no excederá los $15,000 en contraprestación por presentar este caso, por el tiempo y esfuerzo que pusieron en litigar este caso y por conferir un beneficio a otros Miembros de la Clase, Miembros de la PAGA y el Estado de California.

16. ¿Qué debo hacer si necesito más información o tengo preguntas?

Esta notificación resume el acuerdo propuesto. Para obtener los términos y condiciones precisos del Acuerdo, puede recibir una copia del acuerdo contactando a los Abogados de la Clase a la información indicada en la Sección 4 anterior, o accediendo al expediente de la Corte en este caso a través del sitio web de la Corte enhttps://www.occourts.org o visitando la oficina de la Corte en 751 W. Santa Ana Blvd., Santa Ana, CA 92701 entre las 8:00 a.m. y las 4:00 p.m., de lunes a viernes, excluidos los feriados judiciales. También puede solicitar a los Abogados de la Clase que le envíen por correo una copia de cualquiera de los documentos del caso sin cargo. Consulte el Acuerdo de Acción de Clase de NAVCO cuando llame al administrador del acuerdo o a los Abogados de la Clase.

Para ver los documentos del caso en el sitio web de la Corte, acceda al sitio web https://www.occourts.org. Una vez en este sitio web, haga clic en el enlace "Online Services" [Servicios en línea]¨. Luego, haga clic en el enlace que dice "Case Access" [Acceso al caso] bajo el encabezado "Online Services" [Servicios en línea]. Luego, haga clic en "Civil Case & Document Access" [Casos civiles y acceso a documentos]. En la parte inferior de la página, haga clic en "Accept Terms" [Aceptar términos]. En la página siguiente, ingrese el número de caso "01277227" en el cuadro con las palabras "Case Number" [Número de caso] y "2022" en el cuadro con las palabras "Year Filed" [Año presentado]. Luego, haga clic en el botón "Search" [Buscar]. Esto lo llevará a la información del caso. Si se desplaza hacia abajo en esta página, podrá acceder a todos los documentos presentados en el caso.

Además, la Corte celebrará una Audiencia de Homologación Definitiva para determinar si el Acuerdo es adecuado, razonable y justo el [FECHA/HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA], en el Departamento CX102 de la Corte Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. También se le pedirá a la Corte que decida sobre la solicitud de los Abogados de la Clase del pago de los honorarios y reembolsos de los costos documentados y de los Aumentos en los Pagos a los Representantes de la Clase. La Audiencia de Homologación Definitiva puede ser pospuesta sin previo aviso a los Miembros de la Clase del Acuerdo. No es necesario que asista a la Audiencia de Homologación Definitiva, aunque cualquier Miembro de la Clase del Acuerdo puede asistir a la audiencia.

Los documentos del acuerdo, incluida la sentencia definitiva de la Corte, se publicarán en el sitio web del acuerdo (www._____.com). Otros documentos disponibles en el sitio web del acuerdo incluyen las demandas vigentes, el acuerdo y la orden de la Corte que otorga la homologación preliminar.

POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE NI A LA SECRETARÍA DE LA CORTE PARA HACER PREGUNTAS SOBRE EL ACUERDO O EL PROCESO DE DEMANDA.

FORMULARIO W-9 DEL IRS

Brendan Smith e Insiyah Haamid v. North American Video Corporation
Caso No. 30-2022-01277227-CU-OE-CXC
Corte Superior del Condado de Orange
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

PARA QUE USTED RECIBA UN PAGO INDIVIDUAL DEL ACUERDO, EL ADMINISTRADOR DEL ACUERDO REQUIERE SU NÚMERO DE SEGURO SOCIAL. SI EL ADMINISTRADOR DEL ACUERDO **NO** TIENE SU NÚMERO DE SEGURO SOCIAL EN EL ARCHIVO, **DEBE PRESENTAR SU NÚMERO DE SEGURO SOCIAL. PARA HACERLO, PUEDE FIRMAR Y COMPLETAR ESTE FORMULARIO** CON PRECISIÓN Y EN SU TOTALIDAD, Y ENVIARLO POR CORREO DE PRIMERA CLASE DE LOS EE. UU. A LA DIRECCIÓN A CONTINUACIÓN. TAMBIÉN PUEDE ENVIAR POR CORREO ELECTRÓNICO O FAX ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN DE CORREO ELECTRÓNICO O NÚMERO DE FAX QUE SE ENCUENTRA A CONTINUACIÓN.

INSERTAR NOMBRE DEL ADMINISTRADOR DIRECCIÓN POSTAL, DIRECCIÓN DE CORREO ELECTRÓNICO Y NÚMERO DE FAX DEL ADMINISTRADOR DEL ACUERDO

Certificación del Número de Identificación del Contribuyente - Formulario W-9 del IRS Sustituto

Ingrese su Número de Seguro Social (SSN) o Número de Identificación de Empleador (EIN):
Número del Seguro Social (SSN): __ __ __ __ -- __ __ __ __ __ __ __ O EIN: __ __ __ -- __ __ __ __ __ __ __

Marque el casillero apropiado: ☐ Prop. individual/único ☐ Otro_____

Nombre en letra de imprenta como se muestra en su declaración de impuesto a las ganancias si es diferente del Beneficiario:_____

Bajo pena de falso testimonio, certifico que:

1. El número de identificación del contribuyente que aparece en este formulario es correcto y corresponde a mi número de identificación del contribuyente, y
2. Soy ciudadano de Estados Unidos (lo que incluye residente extranjero de Estados Unidos). Marque una: ☐ Sí ☐ no

Firma: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Brendan Smith e Insiyah Haamid v. North American Video Corporation
Caso No. 30-2022-01277227-CU-OE-CXC
Corte Superior del Condado de Orange
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

SI **NO DESEA** PARTICIPAR EN EL ACUERDO, PUEDE FIRMAR Y COMPLETAR ESTE FORMULARIO CON PRECISIÓN Y EN SU TOTALIDAD, Y ENVIARLO POR CORREO DE PRIMERA CLASE DE LOS EE. UU. A LA DIRECCIÓN A CONTINUACIÓN, DE MANERA QUE TENGA SELLO POSTAL DEL **[FECHA LÍMITE PARA LA RESPUESTA]** O ANTES. TAMBIÉN PUEDE ENVIAR POR CORREO ELECTRÓNICO O FAX ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN DE CORREO ELECTRÓNICO O NÚMERO DE FAX A CONTINUACIÓN EL [**FECHA LÍMITE PARA LA RESPUESTA**] O ANTES. SI SE LE VOLVIÓ A ENVIAR LA NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE, TIENE CUARENTA Y CINCO (45) DÍAS EXTRA DESPUÉS DE LA FECHA EN QUE SE REENVIÓ SU NOTIFICACIÓN o [**FECHA LÍMITE PARA LA RESPUESTA**], lo que sea más tardío, PARA SOLICITAR SER EXCLUIDO DEL ACUERDO.

INSERTAR NOMBRE DEL ADMINISTRADOR
DIRECCIÓN DEL ADMINISTRADOR DEL ACUERDO

Confirmo que he recibido la notificación del acuerdo propuesto en esta acción. He decidido excluirme y no participar en el acuerdo propuesto. Tenga en cuenta que no puede solicitar ser excluido de la parte de la PAGA del Acuerdo. Por lo tanto, si solicita ser excluido del Acuerdo y es un Empleado Agraviado en virtud de la PAGA, aún recibirá su parte del Fondo en virtud de la PAGA.

(Fecha)	(Firma)
(Dirección)	(Nombre escrito o impreso)
(Ciudad, estado, código postal)	(Número de Seguro Social)
(Número de teléfono)	

FORMULARIO DE OBSERVACIONES A LOS DATOS

Brendan Smith e Insiyah Haamid v. North American Video Corporation
Caso No. 30-2022-01277227-CU-OE-CXC
Corte Superior del Condado de Orange
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

SI CREE QUE LA CANTIDAD DE ÓRDENES DE TRABAJO QUE SE LE ATRIBUYEN ES INCORRECTA, PUEDE FIRMAR Y COMPLETAR ESTE FORMULARIO CON PRECISIÓN Y EN SU TOTALIDAD, Y ENVIAR ESTE FORMULARIO POR CORREO DE PRIMERA CLASE DE LOS EE. UU. A LA DIRECCIÓN A CONTINUACIÓN, DE MANERA QUE TENGA SELLO POSTAL DEL [**FECHA LÍMITE PARA LA RESPUESTA**] O UNA FECHA ANTERIOR. TAMBIÉN PUEDE ENVIAR POR CORREO ELECTRÓNICO O FAX ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN DE CORREO ELECTRÓNICO O NÚMERO DE FAX A CONTINUACIÓN EL [**FECHA LÍMITE PARA LA RESPUESTA**] O UNA FECHA ANTERIOR. SI SE LE VOLVIÓ A ENVIAR LA NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE, TIENE CUARENTA Y CINCO (45) DÍAS EXTRA DESPUÉS DE LA **FECHA** EN QUE SE REENVIÓ SU NOTIFICACIÓN o **[FECHA LÍMITE PARA LA RESPUESTA]**, lo que sea más tardío, PARA SOLICITAR LA PRESENTACIÓN DE UNA DISPUTA SOBRE LAS SEMANAS DE TRABAJO.

INSERTAR NOMBRE DEL ADMINISTRADOR DIRECCIÓN POSTAL, DIRECCIÓN DE CORREO ELECTRÓNICO Y NÚMERO DE FAX DEL ADMINISTRADOR DEL ACUERDO

Confirmo que trabajé para NAVCO en California como contratista independiente en algún momento entre el 24 de agosto del 2018 y el 10 de marzo del 2026 (el "Período de la Clase"). Confirmo que he recibido la notificación del acuerdo propuesto en esta acción. Creo que la cantidad de Órdenes de Trabajo que me atribuye el Administrador del Acuerdo es incorrecta.

Indique la cantidad de Órdenes de Trabajo que cree que realizó en California como contratista independiente durante el período que comenzó el 24 de agosto del 2018 y finalizó el 10 de marzo del 2026 (el "Período de la Clase") y/o la cantidad de Órdenes de Trabajo que cree que realizó en California como contratista independiente durante el período que comenzó el 23 de mayo del 2021, y finalizó el 10 de marzo del 2026 (el "Período de la PAGA"), así como el fundamento de su creencia (también puede proporcionar esto en un documento separado, que deberá adjuntar y enviar junto con este formulario):

_____
_____
_____
_____
_____
_____
_____

Incluya cualquier copia de documentos, como la Orden de Trabajo, su contrato de contratista independiente con NAVCO, recibos de los pagos que recibió por sus Órdenes de Trabajo, correos electrónicos con NAVCO y/u otros registros en los que confía para respaldar su disputa al enviar este formulario.

(Fecha)

(Firma)

(Dirección)

(Nombre escrito o impreso)

(Ciudad, estado, código postal)

(Número de Seguro Social)

(Número de teléfono)

FORMULARIO DE OPOSICIÓN FORMAL

Brendan Smith e Insiyah Haamid v. North American Video Corporation
Caso No. 30-2022-01277227-CU-OE-CXC
Corte Superior del Condado de Orange
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

SI DESEA OPONERSE AL ACUERDO, PUEDE FIRMAR Y COMPLETAR ESTE FORMULARIO CON PRECISIÓN Y EN SU TOTALIDAD, Y ENVIARLO POR CORREO DE PRIMERA CLASE DE LOS EE. UU. A LA DIRECCIÓN A CONTINUACIÓN, DE MANERA QUE TENGA SELLO POSTAL DEL [**FECHA LÍMITE PARA LA RESPUESTA**] O ANTES. TAMBIÉN PUEDE ENVIAR POR CORREO ELECTRÓNICO O FAX ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN DE CORREO ELECTRÓNICO O NÚMERO DE FAX A CONTINUACIÓN EL [**FECHA LÍMITE PARA LA RESPUESTA**] O ANTES. SI SE LE VOLVIÓ A ENVIAR LA NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE, TIENE CUARENTA Y CINCO (45) DÍAS EXTRA DESPUÉS DE LA FECHA EN QUE SE REENVIÓ SU NOTIFICACIÓN o **[FECHA LÍMITE PARA LA RESPUESTA]**, lo que sea más tardío, PARA OPONERSE AL ACUERDO.

INSERTAR NOMBRE DEL ADMINISTRADOR
DIRECCIÓN POSTAL,
DIRECCIÓN DE CORREO ELECTRÓNICO Y
NÚMERO DE FAX DEL ADMINISTRADOR
DEL ACUERDO

DESEO OPONERME AL ACUERDO.

Confirmo que trabajé para NAVCO en California como contratista independiente en algún momento entre el 24 de agosto del 2018 y el 10 de marzo del 2026. Confirmo que he recibido la notificación del acuerdo propuesto en esta acción.

Indique el fundamento de su oposición (también puede proporcionarlo en un documento separado, que deberá adjuntar y enviar junto con este formulario):

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Si lo desea, puede proporcionar copias de documentos u otros anexos en los que pretenda basar su oposición cuando envíe este formulario.

Puede comparecer en la Audiencia de Homologación Definitiva, si así lo desea, para hablar sobre su oposición ante la Corte. Tenga en cuenta que, si la Corte rechaza su oposición, recibirá un pago del acuerdo y quedará obligado por los términos del acuerdo.

(Fecha)

(Firma)

(Dirección)

(Nombre escrito o impreso)

(Ciudad, estado, código postal)

(Número de Seguro Social)

(Número de teléfono)