

CONFIDENTIAL SETTLEMENT AND RELEASE OF ALL CLAIMS AGREEMENT

This Confidential Settlement And Release Of All Claims Agreement (the “Agreement”) is entered into by Anne Marie Kendall (“Kendall”), on the one hand, and Verizon Data Services LLC and Verizon Corporate Services Group Inc. (collectively, “Verizon” or the “Company”), on the other hand. Kendall and Verizon are sometimes collectively referred to as the “Parties” in this Agreement.

RECITALS

A. Kendall began her employment with Cellco Partnership d/b/a Verizon Wireless on July 2, 2012. As a result of business restructuring, on May 13, 2018, Verizon Data Services LLC became Kendall’s employer. Kendall worked in the nonexempt position of Coordinator for Network Engineering and Operation until June 6, 2021 when she became a Coordinator-Operations Support. Kendall resigned from her employment effective June 24, 2021.

B. On June 22, 2022, Kendall instituted a civil class action on behalf of herself and all nonexempt employees of Verizon in Contra Costa Superior Court entitled *Kendall v. Verizon Data Services LLC et al.*, Case No. C22-01304. Verizon timely removed the case to federal court where it is now pending in the United States District Court for the Northern District of California, Case No. 4:22-cv-5324 (the “Action”). On October 25, 2022, Kendall filed the operative First Amended Complaint (“FAC”) in the Action asserting the following claims against Verizon: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; and (9) Violation of Business and Professions Code Section 17200 et seq. Kendall also asserts a claim for violation of the Private Attorneys General Act of 2004 (“PAGA”) that is predicated on the same alleged violations as her class claims.

C. Verizon answered Kendall’s FAC on January 24, 2023 and asserted numerous affirmative defenses. Verizon maintained and continues to maintain that the Action cannot proceed as a certified class action for many reasons, including because Kendall is effectively part of a class of one and is not able to fairly and adequately protect the interests of the class of employees she seeks to represent.

D. The Parties engaged in informal settlement discussion over several months, and have now agreed to resolve any and all claims Kendall may have that arise out of or are in any way related to her employment with the Company or that otherwise relate to the Action. For that reason, the Parties enter into this Agreement.

AGREEMENT

In consideration of the recitals listed above, and the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The Parties' Responsibilities

a. Approval of Settlement and Dismissal of Class and Representative PAGA Claims. The Parties agree to enter into a joint stipulation in the form set forth as Exhibit A to this Agreement (the "Stipulation"). The Stipulation shall request that the Court (i) approve the terms of this Agreement with respect to the dismissal of the PAGA and class claims; (ii) dismiss Kendall's individual claims asserted under the California Labor Code and PAGA claim with prejudice as to Kendall; (iii) dismiss Kendall's PAGA claim without prejudice as to the Labor and Workforce Development Agency (LWDA) or any other potentially aggrieved employees; and (iv) dismiss the class claims without prejudice as to any putative class member. Kendall shall file the Stipulation along with a declaration signed by Kendall's counsel that sets forth the facts supporting the relief and order sought by the Stipulation. At the time Kendall files the Stipulation, Kendall shall lodge this Agreement for the Court's review. Further, on or around the same day that Kendall files the Stipulation, Kendall shall provide a redacted copy of the documents (to preserve confidentiality and redact terms unrelated to PAGA) submitted to the Court to the LWDA in compliance with California Labor Code § 2699(l)(2). Within a reasonable period of time not to exceed 20 calendar days after the Court enters an Order approving the Parties' Agreement and dismissing the class and representative PAGA claims, Kendall shall submit a copy of the Court's Order to the LWDA in compliance with California Labor Code § 2699(l)(3).

b. W-9 Forms. [REDACTED]

c. Settlement Payment. Within 10 days following the Effective Date of this Agreement, and on the condition that Kendall comply with the terms of this Agreement [REDACTED] and on the further conditions that the Court enters the orders approving this Agreement and dismissing Kendall's class and PAGA claims as specified in Section 1(a) [REDACTED] Verizon shall pay to Kendall the total gross amount of [REDACTED] (the "Settlement Payment") [REDACTED]

d. Allocation of Settlement Payment. [REDACTED]

The Parties agree that, of the remaining balance of the Settlement Payment, [REDACTED] will be allocated to Kendall's claims for wage loss (the "Wage Allocation"); and [REDACTED] will be allocated to non-wage elements and shall not in any way be considered wages (the "Non-Wage Allocation"). [REDACTED]

[REDACTED] The Wage Allocation payment will be made by business check payable to "Anne Marie Kendall" and delivered to Kendall's counsel. The Non-Wage Allocation payment will also be made by business check payable to "Anne Marie Kendall" and delivered to Kendall's counsel. Kendall acknowledges that the Company will not withhold any taxes from the Non-Wage Allocation, shall issue a Form 1099 or other appropriate tax form consistent with the classification of that

portion of the Settlement Payment, and shall issue such additional forms as any federal, state, or local taxing authority shall subsequently require. [REDACTED]

e. PAGA Penalties. The Parties will seek approval for a PAGA penalties payment from the Settlement Payment in the total amount of \$100 (“PAGA Payment”) for Kendall’s individual PAGA claim, 75% of which (\$75.00) shall be allocated to the LWDA for civil penalties paid under this Agreement pursuant to the PAGA (the “LWDA Payment”), and 25% of which (\$25.00) shall be allocated to PAGA penalties to be distributed to Kendall. The Court’s reduction or increase of the PAGA Payment is not a material term of this Agreement. If the Court approves a lesser amount or a higher amount than stated in this Agreement, the Parties will not object to such determination, the other terms of this Agreement shall apply and the Settlement Payment to be distributed to Kendall will be adjusted accordingly.

f. The Parties agree that the payment of the Settlement Payment, together with the promises contained in this Agreement, shall fully compensate Kendall for any claims she has or has ever had against Verizon and its agents and employees. The Parties further agree, unless otherwise specifically noted in this Agreement, that they shall bear their own costs and attorneys’ fees with respect to the Claims (defined below) encompassed by this Agreement.

2. Release and Covenant Not to Sue.

a. Kendall, for herself and for her heirs, assignees, executors, administrators, agents, and successors, past and present (collectively, the “Kendall Affiliates”), fully and without limitation releases, covenants not to sue, and forever discharges Verizon Data Services LLC and Verizon Corporate Services Group Inc. and their respective assignees, parent corporations, subsidiaries, divisions, affiliated entities, trustees, directors, officers, employees, shareholders, partners, agents, attorneys, consultants, insurance carriers, plan administrators, assignees, executors, administrators, predecessors and successors, past and present (collectively, the “Verizon Releasees”), both individually and collectively from any rights, claims, demands, liabilities, actions, causes of action, and grievances whether in law or in equity, suits, damages, losses, attorneys’ fees, costs, and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected (“Claims”), that Kendall or the Kendall Affiliates now have, or may ever have had, against Verizon Data Services LLC and Verizon Corporate Services Group Inc., or the Verizon Releasees that arise out of, or are in any way related to: (i) Kendall’s employment by Verizon Data Services LLC, including her separation from Verizon Data Services LLC; (ii) all of the facts, claims, contentions, and allegations asserted individually

by Kendall in the Action, including in the FAC Kendall has filed in the Action; and (iii) any acts or omissions by Verizon Data Services LLC and Verizon Corporate Services Group Inc. or any of the Verizon Releasees occurring before Kendall executes this Agreement. For the avoidance of any doubt, among other claims, pursuant to this provision Kendall expressly agrees that she is not an aggrieved employee with standing to pursue a representative PAGA claim and further waives any right to bring a PAGA claim against Verizon Data Services LLC and Verizon Corporate Services Group Inc. or any of the Verizon Releasees in an individual or representative capacity based on any alleged violation of the Labor Code arising through the date Kendall executes this Agreement. If Kendall breaks this promise and files a lawsuit, arbitration, or other legal proceeding asserting any claim waived in this Agreement, Kendall will pay for all costs, including reasonable attorneys' fees, incurred by the opposing party in defending against any such claim. The Parties agree that any breach of this Section shall be deemed a material breach and will entitle the Company to recover the Settlement Payment paid to Kendall pursuant to Section 1.

b. Without limiting the foregoing, Kendall agrees that the foregoing release provisions waive Claims she may have under any federal or state employment discrimination law, including without limitation any Claims she may have under the California Fair Employment and Housing Act; the California Family Rights Act; the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Age Discrimination in Employment Act; as well as Claims arising out of or related to violations of any other state or federal law, rule, or regulation including the California Labor Code (including without limitation any penalties or claims under PAGA, California Labor Code §§ 2698-2699.5), California's Wage Orders, the Employee Retirement Income Security Act and the California Business and Professions Code. The release of Claims also releases and waives Claims based on contract and any common law claims, including tort claims for intentional or negligent infliction of emotional distress, assault, battery or any other tort or unfair competition claim regardless of its nature. The foregoing release shall not apply to unemployment insurance benefits, claims for workers compensation benefits, and any rights and claims not subject to waiver by law.

c.

[REDACTED]

[REDACTED]

d. [REDACTED]

[REDACTED]

3. Release Provisions Applicable to Unknown Claims

Kendall and the Kendall Affiliates acknowledge that they are aware of and familiar with the provisions 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

Kendall and the Kendall Affiliates waive any rights and benefits they may have under of California Civil Code section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

4. Admissibility of this Agreement

This Agreement constitutes a compromise of disputed claims and shall not be treated as an admission of liability by Verizon, or any of the Verizon Releasees at any time or for any reason. This Agreement shall not be admissible in any legal or administrative proceeding, including proceedings involving Verizon and any other party. Notwithstanding the generality of the foregoing, the Parties agree that once it is signed by Kendall, this Agreement shall be fully binding and admissible in any judicial or administrative proceeding: (a) to enforce the terms of this Agreement; and (b) for breach of this Agreement's provisions.

5. Non-Disclosure and Employment Reference

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Warranties and Representations

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

7. Successors and Assignees

[REDACTED]

8. Ambiguities

[REDACTED]

9. Choice of Law

This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict-of-laws rules.

10. Integration, Waiver, and Modification

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

11. Severability

The Parties to this Agreement agree that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree that each and every provision of this Agreement shall be considered severable, except for the release provisions of this Agreement. If a court of competent jurisdiction finds the release provisions in Sections 2 and 3 of this Agreement to be unenforceable or invalid, then this Agreement shall become null and void, and Kendall shall return the full Settlement Payment to Verizon within ten calendar days of any such determination. If a court of competent jurisdiction finds any provision other than the release provisions of this Agreement to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect and enforceable.

12. Execution in Counterparts

[REDACTED]

13. Effective Date

The Effective Date of this Agreement is the date on which all of the following have occurred: (1) all Parties have signed it; (2) the Revocation Period has expired; and (3) the Court has issued an Order approving the PAGA portion of this Agreement and dismissing the class and representative PAGA claims as set forth in Section 1(a).

KENDALL ACKNOWLEDGES THAT SHE HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO ALL OF THE PROVISIONS IT CONTAINS. KENDALL HEREBY EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES. KENDALL FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

The Parties have executed this Agreement on the dates indicated below.

Dated: August , 2023

ANNE MARIE KENDALL

Dated: August , 2023

VERIZON DATA SERVICES LLC AND
VERIZON CORPORATE SERVICES GROUP
INC.

By: _____

Agreed as to the confidential provision in
Section 5(a) and the warranty and
representations in Sections 6(b) & (c) of this
Agreement.

AEGIS LAW FIRM PC

Dated: August , 2023

Samuel A. Wong, Esq.