

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement is made and entered into by and between Plaintiffs Rosio Ventura and Duana Martinez, as private attorney generals acting on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”), on the one hand, and Defendant Conduent Commercial Solutions, LLC, on the other hand.

This Settlement shall be binding on Plaintiffs, the State of California, the Aggrieved Employees (as defined below), and Defendant, subject to the terms and conditions herein, the approval of the Court and entry of Final Judgment (as defined below), and the occurrence of the Effective Date (as defined below).

I. NATURE OF ACTION

1. On June 3, 2022, Plaintiff Ventura sent notice to the Labor and Workforce Development Agency (“LWDA”) of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

2. On January 6, 2023, Duana Martiez sent a notice to the LWDA of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

3. On August 9, 2022, Plaintiff Ventura filed a complaint in Kern County Superior Court entitled *Rosio Ventura, individually and, on behalf of all others similarly situated, Plaintiff v. Conduent Commercial Solutions, LLC and DOES 1-50, inclusive, Defendants*, Case No. BCV-22-102043. Plaintiff Ventura asserted PAGA claims based on allegations of failure to pay all wages, failure to pay all minimum wages, failure to pay all overtime wages, failure to provide timely and compliant meal periods, failure to provide timely and compliant rest periods, failure to maintain proper timekeeping records, failure to provide accurate and itemized wage statements, failure to timely pay all wages due to terminated/separated employees, failure to reimburse for

necessary business expenses, and failure to pay sick leave at the proper rate on behalf of the State of California and all other aggrieved, non-exempt hourly employees.

4. In accordance with the terms of this Agreement, Plaintiff Ventura amended her complaint to name Martinez as an additional Plaintiff and incorporate by reference the allegations contained in Martinez's administrative submissions to the LWDA. The First Amended Complaint asserts PAGA claims based on allegations of failure to pay all wages, failure to pay all minimum wages, failure to pay all overtime wages, failure to provide timely and compliant meal periods, failure to provide timely and compliant rest periods, failure to maintain proper timekeeping records, failure to provide accurate and itemized wage statements, failure to timely pay all wages due to terminated/separated employees, failure to reimburse for necessary business expenses, failure to pay sick leave at the proper rate, and violation of the Unfair Competition Law on behalf of the State of California and all other aggrieved, non-exempt hourly employees.

5. In advance of the mediation of this matter, Defendant provided Plaintiffs with meaningful information, including Defendant's production of, among other things, time and pay data for a sampling of the Aggrieved Employees; personnel files, time and pay records for Plaintiffs; job descriptions, wage statement information and exemplars, arbitration agreement exemplars, Defendant's policies, procedures and other documentation pertaining to the claims at issue in the Litigation; and the number of potentially Aggrieved Employees and the number of pay periods at issue. Plaintiffs also propounded, and Defendant provided responses to, informal, written discovery.

6. On October 16, 2023, the Parties attended a full-day mediation with experienced wage-and-hour mediator Steven G. Mehta, Esq. At mediation, the Parties were able to agree to this Settlement in principle and memorialized that agreement in a Settlement Term Sheet. In addition to and separate from this PAGA Settlement Agreement, Plaintiff Ventura and Plaintiff Martinez have each agreed, in their individual capacities, to execute a general release of all known and unknown claims other than PAGA claims that they may have against Defendant arising out of their employment (the "Individual Settlement Agreements"). The Parties agree that the Individual

Settlement Agreements constitute additional consideration for the Enhancement and Release General Release Payments.

II. DEFINITIONS

7. “AE Share” means the portion of the General PAGA Penalty Fund distributed to the Aggrieved Employees.

8. “AE Share Variable” means the AE Share multiplied by the quotient of (a) the number of Eligible Pay Periods worked by that Aggrieved Employee during the applicable Covered Period divided by (b) the total number of Eligible Pay Periods worked by all Aggrieved Employees during the Covered Period.

9. “Aggrieved Employee” or “Aggrieved Employees” means all current and former non-exempt employees employed in California by Conduent Commercial Solutions, LLC between August 1, 2021 and through January 14, 2024. It is estimated that the number of Aggrieved Employees will be approximately 573.

10. “Aggrieved Employee Share” means each Aggrieved Employee’s individual share of the 25% of PAGA penalties allocated to the Aggrieved Employees as set forth below and in accordance with Labor Code section 2699(i).

11. “Covered Claims” means those claims released in Section V. The Aggrieved Employees will not be deemed to have released any claims other than PAGA wage and hour claims by virtue of this PAGA Settlement.

12. “Covered Period” means the period of August 1, 2021 through January 14, 2024.

13. “Court” means the Kern County Superior Court.

14. “Defendant” means Conduent Commercial Solutions, LLC.

15. “Defense Counsel” means Heather D. Hearne of The Kullman Firm.

16. “Effective Date” means the date the Judgment becomes Final. “Final” shall mean the earlier of: (1) the date that the time to appeal the Judgment entered in the Litigation approving the PAGA Settlement has expired; or (2) the date on which any appeal of the Judgment entered in

the Litigation has been fully and finally resolved in a way that approves and does not alter the terms of the Settlement.

17. “Eligible Pay Periods” means the total number of pay periods in which each Aggrieved Employee performed work during the applicable Covered Period.

18. “Gross Settlement Amount” means the gross sum of \$500,000.00.

19. “Judgment” means judgment to be entered by the Court in the Ventura Litigation according to the terms of this Settlement in a form identical, or substantially identical, to Exhibit A, attached hereto.

20. “LWDA Share” means the portion of the General PAGA Penalty Fund distributed to the LWDA.

21. “The Litigation” means the civil action pending in Kern County Superior Court entitled *Rosio Ventura, individually and, on behalf of all others similarly situated, Plaintiff v. Conduent Commercial Solutions, LLC and DOES 1-50, inclusive, Defendants*, Case No. BCV-22-102043..

22. “PAGA Counsel” means James R. Hawkins, Christina Lucio, and Mitchell Murray of James Hawkins, APLC.

23. “PAGA Representatives” or “Plaintiffs” means Rosio Ventura and Duana Martinez.

24. “Parties” means Plaintiffs and Defendant.

25. “Releasees” or “Defendant Releasees” means Defendant and any and all of their predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates and all of their and those entities’ current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.

26. “Settlement Administrator” means ILYM Group, Inc.

27. “Settlement Notice” means the letter agreed upon by the Parties explaining the terms of this Settlement that will be included with the mailing of each Aggrieved Employee’s settlement payment and is attached hereto as **Exhibit B**.

28. “Settlement” or “PAGA Settlement” or “PAGA Settlement Agreement” or “Agreement means this PAGA Settlement and Release Agreement and associated exhibits.

III. REPRESENTATIONS

29. Plaintiffs have brought claims seeking civil penalties under PAGA asserting various violations of the California Labor Code.

30. Plaintiffs received meaningful information from Defendant through pre-mediation information exchanges and through informal discovery, including information about Defendant’s policies and practices, the number of Aggrieved Employees and number of pay periods at issue. The information and document exchanges have allowed Plaintiffs and their counsel to evaluate the claims and defenses, and risks of further litigation.

31. Defendant denies all of the allegations made by Plaintiffs. Specifically and without limitation, Defendant asserts that throughout the relevant time period, it has maintained legally compliant policies that ensure its employees are trained to thoroughly and accurately record all of the time they work and meal periods; are paid correctly and in full for all of the time they work; are provided the opportunity to take timely uninterrupted meal and rest breaks; are reimbursed for necessary business expenses; and are paid the required premiums when they are precluded from taking meal or rest breaks.

32. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, and deny any liability or intentional wrongdoing whatsoever. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contend that the Litigation is without merit. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Litigation. Nevertheless,

Defendant has agreed to this PAGA Settlement in order to resolve this matter and avoid the business disruption and expense posed by defending the Litigation.

33. The Parties recognize that the issues presented in the Litigation are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation. The Parties agree that all claims and defenses were asserted in good faith.

34. Plaintiffs and PAGA Counsel contend that they have diligently pursued an investigation of the Aggrieved Employees' claims against Defendant.

35. Based on their own independent investigations and evaluations, Plaintiffs and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth herein is fair, reasonable, and adequate and is in the best interests of Plaintiffs, the State of California, and the Aggrieved Employees in light of all known facts and circumstances and the risks inherent in litigation, including potential appellate issues.

36. The purpose of this Settlement is to settle and compromise the Litigation and all Covered Claims that Plaintiffs, the State of California, and the Aggrieved Employees have under PAGA against Defendant and the Defendant Releasees based upon the facts and circumstances alleged in the complaint(s) and/or PAGA letters. Neither the existence of this Settlement nor anything contained in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of the Defendant. To the extent the Effective Date does not occur, nothing herein shall preclude the Defendant from taking the position later in the Litigation that the claims asserted lack merit, that representative proceedings would be unmanageable or otherwise inappropriate, or the claims fail for any other substantive or procedural reason. Settlement of the Litigation, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the Settlement of the Litigation: (a) are not, shall not be deemed to be, and may not

be used as, an admission or evidence of any wrongdoing or liability on the part of the Defendant or of the truth of any of the factual allegations in the operative Complaint in the Litigation; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of the Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of the Defendant's right to compel arbitration of any dispute with an Aggrieved Employee.

IV. TERMS OF SETTLEMENT

37. In consideration of the mutual covenants, promises, and representations set forth in this Settlement, Plaintiffs, on behalf of the State of California as Private Attorneys General, and Defendant agree to settle and compromise the Litigation and the Covered Claims, subject to the terms and conditions set forth in this Settlement Agreement.

38. Amendment of the Complaint. The Parties agree that prior to the Parties submitting the PAGA Settlement to the Court for approval, Plaintiff Ventura shall seek leave to and shall amend her operative complaint in the Litigation to: (1) add Plaintiff Martinez as an additional plaintiff and (2) incorporate all of the factual and legal allegations contained in Plaintiff Martinez's notice to the LWDA, including claims under Labor Code §§ 201, 202, 204, 212, 226, 226.2, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1197, 1198, and 2802, and Wage Order 4-2001. This will be the extent of the amendments to the complaint in the Litigation, and Defendant will stipulate to these amendments only. When submitting the stipulation for leave to make these amendments in the Litigation, the Parties shall advise the Court as part of the stipulation that they have reached a Settlement, which calls for these amendments, and that they will be submitting the Settlement for approval once the amendments are permitted and effectuated.

39. Approval of PAGA Settlement. Once the complaint is amended in the Litigation as set forth in Section 38, the Parties shall promptly file the PAGA Settlement Agreement and

associated motion for approval with the Court in the Litigation. The obligations imposed by this PAGA Settlement on Defendant, including any and all payment obligations, are conditioned on the Court's approval of the PAGA Settlement, and the Court's subsequent entry of the Judgment and its associated finality. Failure to receive approval from the Court of this PAGA Settlement and to enter the Judgment will render this PAGA Settlement void, and the Parties shall return to the litigation of Plaintiffs' PAGA claims as if this PAGA Settlement was never executed. In the event that this PAGA Settlement does not receive Court approval, the Parties agree that the PAGA Settlement shall have absolutely no effect on the litigation of Plaintiffs' PAGA claims, and the Parties hereby waive any argument to the contrary, and the terms and negotiation of this PAGA Settlement shall remain subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.

40. The Amount of Settlement. As consideration for the settlement described herein and the releases contained in this Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount of \$500,000.00. The Gross Settlement Amount will be allocated as follows:

(a) PAGA Counsel's reasonable attorneys' fees of one-third of the Gross Settlement Amount (estimated \$166,666.67);

(b) PAGA Counsel's request for allowable costs of up to \$15,000.00;

(c) Reasonable settlement administration costs, which are estimated to be up to \$7,700 and will be paid to the Settlement Administrator, provided that if these costs exceed this estimated amount, the additional amount will be paid through a downward adjustment to the General PAGA Penalty Fund;

(d) A payment to Plaintiff Ventura in the amount of \$7,500.00 and a payment to Plaintiff Martinez in the amount of \$7,500 (the "Enhancement and General Release Payments")(total \$15,000); and

(e) The remainder of the Gross Settlement Amount after deducting the items set forth in subsections (a), (b), (c) and (d) herein shall be designated as the "General PAGA Penalty Fund," which is estimated to be \$305,633.00.

41. Allocation and Calculation of the General PAGA Penalty Fund. The General PAGA Penalty Fund shall be divided as follows: 75% to the LWDA as the LWDA Share (estimated approximately \$229,224.75) and 25% to the Aggrieved Employees as the AE Share (estimated approximately \$76,408.25).

42. Each Aggrieved Employee (including Plaintiffs) shall receive a pro rata share of the AE Share equal to the AE Share multiplied by the Aggrieved Employee's AE Share Variable.

43. PAGA Counsel's Fees and Costs. As part of the request for approval of this Settlement, PAGA Counsel will request Court approval of one-third of the Gross Settlement Amount (estimated \$166,666.67) in reasonable attorneys' fees to be paid to James Hawkins, APLC. PAGA Counsel will request cost reimbursement in an amount not to exceed \$15,000 for allowable costs incurred by PAGA Counsel. Should PAGA Counsel request and/or the Court award a lesser amount for attorneys' fees and costs, the difference shall be allocated to the General PAGA Penalty Fund and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Litigation and all work remaining to be performed in fully and finally resolving the Litigation, including, but not limited to, securing Court approval of the Settlement, attending any court hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur.

44. Enhancement and General Release Payments. With regard to the Enhancement and General Release Payments, the Parties agree that these payments are in exchange for Plaintiffs' work as representative plaintiffs and the execution of Individual Settlement Agreements to the benefit of Defendant and all of its affiliates and agents. This release in the Individual Settlement Agreement shall be a general release of all known and unknown claims each may have against Defendant and all of its affiliates and agents. The Parties agree that any of the Plaintiffs' failure to execute the Individual Settlement Agreement contemplated herein and in a form acceptable to

Defendant will preclude the payment of the Plaintiffs' Enhancement and General Release Payment to that Plaintiff. Plaintiffs' Individual Settlement Agreements will fully release and discharge Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant Releasees arising out of or relating to Plaintiffs' employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, other penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release will specifically include any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except as otherwise provided by the PAGA Settlement or by the General Release itself) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein, with a California Civil Code section 1542 waiver. This payment is in addition to Plaintiffs' portions of PAGA penalties to which he or she is entitled under the terms of the PAGA Settlement. Plaintiffs and PAGA Counsel shall be responsible for obtaining approval for the Enhancement and General Release Payments to the Court in the Litigation in connection with the PAGA Settlement. If any portion of these Enhancement and General Release Payments are not awarded by the Court, the difference shall be allocated to the General PAGA Penalty Fund and distributed accordingly.

45. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, the Settlement Administrator shall be responsible for issuing all necessary IRS Forms 1099. The payments to Aggrieved Employees shall be reported as non-wage payments in the year of payment and reported on a Form 1099 with no withholdings or payroll taxes. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledges that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Gross Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement Agreement or any of its

attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved Employee's tax obligations regarding the allocation of the settlement payments. The Settlement Administrator shall be responsible for preparing a Form 1099 reflecting payment of PAGA Counsel Fees & Costs to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

V. RELEASE

46. Release By All Aggrieved Employees. Upon the entry of the Judgment in accordance with this PAGA Settlement and contingent upon funding of the Gross Settlement Amount, Plaintiffs, the State of California on whose behalf Plaintiffs have brought the Litigation, and all the Aggrieved Employees will be forever barred from pursuing against Defendant and Defendant Releasees any and all claims for civil penalties under PAGA arising during the applicable Covered Period that were alleged in the Litigation or any associated LWDA submissions by Plaintiffs, or that could have been alleged based on the facts alleged in Plaintiffs' complaint or any associated LWDA submission by Plaintiffs. The claims released by this PAGA Settlement therefore include all claims for civil penalties and associated fees or costs related to claims for unpaid regular or premium wages (as defined by the Labor Code), meal/rest period violations and/or premium payments for meal and/or rest period violations, wage statement violations, wage notice violations, wage payment timing violations, record-keeping violations, business expense reimbursement violations, sick and vacation pay rate violations, violation of the unfair competition law, and to the extent not covered above, any and all claims pled in the Litigation or the associated notices to the LWDA, including without limitation all associated claims for civil penalties and associated fees or costs related to alleged or actual violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 432.5, 510, 512, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, and 2699; actual or alleged violations of IWC Wage Orders 4-2001, 5-2001, and 7-2001; and actual or alleged

violations of Civil Code section 3287 and Business & Professional Code section 17200, *et seq.* The Aggrieved Employees, other than the Plaintiffs by executing the Individual Settlement Agreements, will not be deemed to have released any individual, non-PAGA claims by virtue of this PAGA Settlement and the associated entry of Judgment.

VI. APPROVAL MOTION

47. The Parties recognize that, in accordance with California Labor Code Section 2699(*I*), court approval is required in the event of a settlement of a PAGA action on a representative basis and associated claims for penalties. For the reasons set forth in *Arias v. Superior Court* (2009) 46 Cal.4th 969, however, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain preliminary approval of the PAGA Settlement or provide the Aggrieved Employees with the opportunity to opt out of the Settlement or to object. (See also *Mendoza vs. Nordstrom, Inc.* (2017) 2 Cal.5th 1074, 1079 [“PAGA authorizes a representative action without the need for class certification.”]; *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 [“[A] PAGA suit is fundamentally different than a class action” in that “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”]; *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546-547 [“PAGA does not make other potentially aggrieved employees parties or clients of Plaintiffs’ counsel, does not impose on a Plaintiff or counsel any express fiduciary obligations, and does not subject a Plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”].) As a result, the Parties have agreed to the “one-step” approval process common to PAGA settlements.

48. To comply with the requirements of California Labor Code Section 2699(*I*), Plaintiffs through their PAGA Counsel shall file a Motion to Approve PAGA Settlement (“Motion”) with the Court and shall concurrently submit the proposed PAGA Settlement to the LWDA, and Plaintiffs shall provide concurrent proof to Defendant that they have done so. PAGA Counsel shall ensure that Defense Counsel has at least three (3) business days to review and comment on the draft Motion, in substantially final form, prior to its being filed with the Court.

Defendant shall not oppose the Motion provided it comports with the terms of this Agreement. The Motion shall seek approval of this Settlement and entry of the Judgment effectuating the disposition of the Litigation and the release of claims set forth herein. Following the Court's entry of the Judgment in this action, Plaintiff shall submit the Judgment to the LWDA, and Plaintiffs shall provide concurrent proof to Defense Counsel that they has done so.

49. Invalidation of, or failure to obtain Court approval for, any material portion of this Settlement, except for the amount of PAGA Counsel Fees and Costs or the amount of the Enhancement and General Release Payments, shall invalidate this Settlement in its entirety unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect. If the Court denies the Motion due to concerns that the Parties cannot address through non-material modifications of this Agreement (and the Parties agree to work in good faith to address any such concerns), then (i) this Settlement shall be considered null and void; (ii) neither this PAGA Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this PAGA Settlement Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court; and (iv) the terms and negotiation of this Settlement and Release Agreement shall remain subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.

VII. ADMINISTERING THE SETTLEMENT AND PAYMENT PLAN

50. Within twenty-one (21) calendar days after the entry of the Judgment in the Litigation approving the PAGA Settlement, Defendant will compile a list of all Aggrieved Employees containing the following: (1) full name; (2) last known home address and telephone number; (3) number of Eligible Pay Periods worked by the Aggrieved Employee during the Covered Period; and (4) each Aggrieved Employee's social security number. By approving this PAGA Settlement, the Court shall be deemed to have authorized Defendant to provide this information to the Settlement Administrator, and it is understood and agreed that this information shall not be provided to Plaintiffs or any other third party.

51. Defendant shall fund the Gross Settlement Amount in a qualified settlement account administered by the Settlement Administrator within forty-five (45) calendar days after entry of the Judgment in the Litigation approving the PAGA Settlement. The Settlement Administrator shall distribute all payments due under this Settlement (with the exception of the amount allocated to settlement administration costs) within ten (10) calendar days after the Effective Date, provided that the Effective Date has occurred. If the Effective Date has not occurred within thirty (30) days of the deadline to fund the qualified settlement account, the Settlement Administrator will return the Gross Settlement Amount to Defendant, and Defendant shall not be required to fund the qualified settlement account until the Effective Date occurs.

52. The payment checks for each Aggrieved Employee shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's last known home address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. Each Aggrieved Employee shall also be sent, along with the payment check, a Settlement Notice, attached hereto as **Exhibit B**. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

53. Settlement checks shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of their issuance. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division, in the name of the affected Aggrieved Employee. Aggrieved Employees will remain subject to the Judgment and associated release of claims, even if their settlement checks are returned to the Settlement Administrator or otherwise not negotiated.

VIII. PARTIES' AUTHORITY

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

IX. MUTUAL FULL COOPERATION

55. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the approval of this Settlement from and entry of Judgment by the Court.

X. CONFIDENTIALITY

56. Prior to the joint submission of the PAGA Settlement to the Court for approval by the Parties, Plaintiffs and PAGA Counsel shall not affirmatively publicize any terms of this PAGA Settlement through press releases, internet postings, social media, or communications with the media. Following the submission for Court approval and thereafter, Plaintiffs and PAGA Counsel shall not affirmatively publicize the PAGA Settlement in the Litigation or the terms thereof via (a) press releases, (b) Internet postings (except as noted below) and social media, or (c) communications with the media. This shall not prohibit PAGA Counsel from discussing this case or any aspect of this PAGA Settlement with Plaintiff or any Aggrieved Employee, shall not prohibit PAGA Counsel from disclosing any aspect of the PAGA Settlement to the Court or taking any action to obtain leave to amend the complaints in the Litigation as set forth about or to obtain approval of the PAGA Settlement from the Court, and shall not prohibit PAGA Counsel from in any way disclosing their mere status as counsel in the case or making objective and truthful reference to the Settlement and any attorneys' fee award in any future pleading in other litigation.

Specifically, and notwithstanding the foregoing, PAGA Counsel may use this Settlement in adequacy of counsel declarations and post the settlement amount and general description of the claims on its website, provided the posting does not identify Defendant by name. Nothing herein, however, precludes the Settlement Administrator from setting up a website as part of the settlement administration process.

XI. NO PRIOR ASSIGNMENTS

57. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, or purported to assign, or transfer to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

58. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued, or used during the course of this Litigation, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Neither this Settlement Agreement nor the resulting Judgment and/or order approving the Settlement shall have any collateral estoppel or other preclusive effect on Defendant or any Releasees, and the Settlement shall not in any way establish any liability against Defendant or any Releasees. Plaintiffs agree that there shall be no such effect and shall not contend otherwise. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement

of the PAGA Settlement or any orders or judgments of the Court entered into in connection therewith, including without limitation any proceeding in which Defendant or any Defendant Releasees seek to enforce the release(s) effectuated by this PAGA Settlement, establish the extinguishment of the Covered Claims, or enforce the associated Judgment.

XIII. NON-EVIDENTIARY USE

59. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence of wrongdoing or liability against any of the Releasees in any further proceeding in the Litigation, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement. Notwithstanding anything to the contrary herein, Plaintiffs may introduce this Agreement and its terms in any proceeding to enforce the terms of this Settlement Agreement.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

60. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by it/her/him arising out of the Litigation and shall not seek reimbursement thereof from any other Party to this Agreement. Plaintiffs and PAGA Counsel agree and understand that, provided the Effective Date occurs, the only fees and costs that they will recover as a result of the Litigation are the fees and costs that they will seek pursuant to and consistent with this Agreement.

XV. ARMS LENGTH

61. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties, that this Agreement is a

fair, adequate, and reasonable settlement of the Litigation, and that this Agreement constitutes the entire agreement between Plaintiffs on behalf of themselves and all other Aggrieved Employees and Defendant regarding the PAGA claim asserted by Plaintiffs against Releasees. The Parties agree that they will seek approval for and work to effectuate this Settlement Agreement regardless of any changes in the law, precedent or factual circumstances relevant to the Litigation.

XVI. ENTIRE AGREEMENT

62. Excluding any confidentiality or arbitration agreements previously executed by Plaintiffs with Defendant, and with the exception of the Individual Settlement Agreements, which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding Plaintiffs' PAGA claim or potential claims and the resolution of those claims and all such prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. Consequently, no other agreement, statement, or promise made by one of the Parties to another as to any matter addressed in this Agreement shall be binding or valid.

XVII. CAPTIONS AND INTERPRETATIONS

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

XVIII. MODIFICATION

64. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Notwithstanding the foregoing, PAGA Counsel and Defense Counsel are authorized to revise this Agreement as needed and with the mutual agreement of the Parties in order to obtain approval by the Court of the Settlement.

XIX. MISCELLANEOUS

65. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than those expressly set forth or referred to herein.

66. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

67. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile, and electronic, scanned, or faxed signatures, including via DocuSign, shall be effective as original signatures.

68. This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

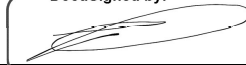
69. The Parties have cooperated in the negotiation and preparation of this Settlement Agreement. This Settlement Agreement shall not be construed against any of the Parties on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement Agreement.

70. The Court shall retain jurisdiction in the Litigation to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing

jurisdiction over the Litigation and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

Dated: 1/15/2024, 2024

DocuSigned by:

C3D73E282293428...
Plaintiff Rosio Ventura as a PAGA Representative

Dated: 1/15/2024, 2024

DocuSigned by:

84C497E630E4451...
Plaintiff Duana Martinez as a PAGA Representative

Dated: _____, 2024

Defendant Conduent Commercial Solutions, LLC
By: _____

Approved as to form and content:

Dated: January 15, 2024


James Hawkins, APLC
Attorneys for Plaintiffs Rosio Ventura and Duana Martinez

Dated: _____, 2024

The Kullman Firm
Attorneys for Defendant Conduent Commercial Solutions, LLC

jurisdiction over the Litigation and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

Dated: _____, 2024

Plaintiff Rosio Ventura as a PAGA Representative

Dated: _____, 2024

Plaintiff Duana Martinez as a PAGA Representative

Dated: Jan 12, 2024

Don DeJoy / Don DeJoy
Defendant Conduent Commercial Solutions, LLC
By: His Counsel

Approved as to form and content:

Dated: _____, 2024

James Hawkins, APLC
Attorneys for Plaintiffs Rosio Ventura and Duana Martinez

Dated: Jan. 12, 2024

IAN ADLER
The Kullman Firm
Attorneys for Defendant Conduent Commercial Solutions, LLC