

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, CURTIS JOHNSON and
on behalf of himself and all others similarly situated

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Ryan H. Crosner, Esq. (SBN 278418)

ryan.crosner@ogletree.com

Catherine L. Brackett, Esq. (SBN 332918)

catherine.brackett@ogletree.com

400 South Hope Street, Suite 1200

Los Angeles, CA 90071

Telephone: (213) 438-1280

Attorneys for Defendant HELP/SYSTEMS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CURTIS JOHNSON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

HELP/SYSTEMS, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV21858

[Assigned for all purposes to the
Honorable Theresa M. Traber in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: July 6, 2022

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Curtis Johnson (“Plaintiff”) and defendant Fortra, LLC, formerly known as
3 Help/Systems, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively
4 as the “Parties,” or individually as a “Party.”

5 **1. DEFINITIONS**

6 1.1. “Administrator” or “Apex” means Apex Class Action, LLC, the neutral, third-party entity
7 the Parties have agreed to utilize to administer the Settlement.

8 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid
9 from the Remaining Settlement Amount to reimburse its reasonable fees and expenses in
10 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
11 with the Motion for Preliminary Approval of the Settlement.

12 1.3. “Class” or “Settlement Class” means all persons currently or formerly employed by
13 Defendant in the State of California, either directly or through any subsidiary, staffing agency,
14 or professional employer organization, as a non-exempt, hourly-paid employee, or as an exempt
15 employee who received a salary of less than two times the applicable statewide minimum wage,
16 during the Class Period.

17 1.4. “Class Action” means Plaintiff’s lawsuit alleging wage and hour violations against
18 Defendant, captioned *Curtis Johnson v. Help/Systems LLC, et al.*, Case No. 22STCV21858. The
19 Class Action was initiated on July 6, 2022, and is pending in Superior Court of the State of
20 California, County of Los Angeles. In the Class Action, Plaintiff alleges, on behalf of himself
21 and a putative class: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3)
22 failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6)
23 wage statement violations, (7) failure to timely pay wages during employment, (8) failure to
24 indemnify reasonable and necessary business expenses, and (9) unfair competition.

25 1.5. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
26 P.C.

27 ///

28 ///

1.6. “Class Counsel Fees Payment” means the amount of the Remaining Settlement Amount to be allocated to Class Counsel for their reasonable attorneys’ fees incurred to prosecute the Consolidated Action.

1.7. “Class Counsel Litigation Expenses Payment” means the amount of the Remaining Settlement Amount to be allocated to Class Counsel for reimbursement of their expenses incurred to prosecute the Consolidated Action.

1.8. “Class Data” means a list that Defendant shall provide to the Administrator, on a confidential basis, in Microsoft Excel or similar electronic format, identifying the following information for each Class Member, using information within Defendant’s possession, custody, or control: (1) name; (2) last-known address; (3) last-known telephone number; (4) Social Security Number (or other Taxpayer Identification Number, as applicable); (5) dates of employment (including any hire, re-hire, and/or separation dates occurring during the Class Period); and (6) whether or not Defendant already paid the Class Member in resolution of the claims alleged in the Class Action.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, and includes both Participating Class Members and Non-Participating Class Members.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Notice of Proposed Class Action and Representative Action Settlement and Date of Final Approval Hearing to be mailed to Class Members. The Class Notice is attached as Exhibit A to this Agreement and is incorporated by reference herein.

1.12. “Class Period” means the period from and including July 6, 2018 through and including April 20, 2025.

1.13. “Class Representative” means the named Plaintiff in the operative Consolidated Complaint in the Consolidated Action, seeking Court approval to serve as a Class Representative.

///

1 1.14. “Class Representative Service Payment” means the payment to the Class Representative
2 for initiating the Consolidated Action and providing services in support of the Consolidated
3 Action.

4 1.15. “Consolidated Action” means and includes the claims alleged in the Class Action and the
5 PAGA Action. The Parties agree to stipulate to Plaintiff’s filing of an amended complaint in the
6 Class Action, to include the claims asserted in the PAGA Action, to effectively consolidate the
7 two actions for the purposes of settlement, with the consolidated action known as the
8 Consolidated Action.

9 1.16. “Consolidated Complaint” means the amended complaint that Plaintiff agrees to file in
10 the Class Action to create the Consolidated Action. The Consolidated Complaint shall include
11 all claims asserted in the Class Action on behalf of Plaintiff and the Class Members, and shall
12 include all claims asserted in the PAGA Action on behalf of Plaintiff, the State of California,
13 and the PAGA Group Members. The Parties agree that, upon the Court’s entry of the
14 Consolidated Complaint in the Class Action, Plaintiff will dismiss the PAGA Action without
15 prejudice.

16 1.17. “Court” means the Superior Court of California, County of Los Angeles.

17 1.18. “Defendant” means named defendant Fortra, LLC, formerly known as Help/Systems,
18 LLC.

19 1.19. “Defense Counsel” means Ryan H. Crosner and Catherine L. Brackett of Ogletree,
20 Deakins, Nash, Smoak & Stewart, P.C.

21 1.20. “Effective Date” means the date when: (a) the Court enters Judgment on its Order
22 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final
23 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
24 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
25 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
26 Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court
27 affirms the Judgment and issues a remittitur.

28 ///

1.21. “Final Approval” means the Court’s order granting Final Approval of the Settlement.

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

1.23. “Final Judgment” or “Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.24. “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks in which the Class Member worked for Defendant as a Class Member during the Class Period, as established by the Class Data.

1.25. “Individual PAGA Payment” means each PAGA Group Member’s pro rata share of 25% of the PAGA Settlement Amount, calculated according to the number of pay periods in which the PAGA Group Member worked for Defendant as a PAGA Group Member during the PAGA Period, as established by the Class Data.

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Settlement Amount to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Remaining Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Class Members who are also PAGA Group Members, and who send the Administrator a valid and timely Request for Exclusion from the Settlement Class, will not thereby be excluded from the PAGA Group.

1.30. “PAGA Action” means Plaintiff’s lawsuit seeking civil penalties against Defendant, on behalf of himself, other allegedly aggrieved employees, and the State of California, pursuant to

1 PAGA. The PAGA Action is captioned *Curtis Johnson v. Help/Systems LLC, et al.*, Case No.
2 23STCV03919. The PAGA Action was initiated on February 22, 2023, and is pending in the
3 Superior Court of the State of California, County of Los Angeles. In the PAGA Action, Plaintiff
4 alleges violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3,
5 226.7, 232, 232.5, 246 et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1,
6 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5.

7 1.31. “PAGA Group” or “PAGA Group Members” mean(s) all persons currently or formerly
8 employed by Defendant in the State of California, either directly or through any subsidiary,
9 staffing agency, or professional employer organization, as a non-exempt, hourly-paid employee,
10 or as an exempt employee who received a salary of less than two times the applicable statewide
11 minimum wage, during the PAGA Period. PAGA Group Members will be included in the PAGA
12 Group regardless of whether the PAGA Group Member submits a valid and timely Request for
13 Exclusion from the Settlement Class.

14 1.32. “PAGA Pay Period” means any bi-weekly pay period during the PAGA Period in which
15 a PAGA Group Member worked as a PAGA Group Member for Defendant for at least one day,
16 as determined by the Class Data.

17 1.33. “PAGA Period” means the period from and including July 11, 2021 through and
18 including April 20, 2025.

19 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

20 1.35. “PAGA Notice” means Plaintiff’s July 2022 letter, to Defendant and the LWDA,
21 providing notice, pursuant to Labor Code section 2699.3 subd. (a), of claims against Defendant
22 under PAGA.

23 1.36. “PAGA Settlement Amount” means the total amount in civil penalties to be paid in
24 resolution of the PAGA claims. The PAGA Settlement Amount shall equal \$40,000.00 of the
25 Total Settlement Amount. The PAGA Settlement Amount shall be allocated: 25% to the PAGA
26 Group Members (\$10,000.00); and 75% to the LWDA (\$30,000.00).

27 1.37. “Participating Class Member” means a Class Member who does not submit a valid and
28 timely Request for Exclusion from the Settlement.

1.38. “Plaintiff” means Curtis Johnson, the named plaintiff in the Consolidated Action.

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

1.40. “Prior Settlement Class Members” mean the 13 Class Members with whom Defendant entered into the Prior Settlements, as defined below.

1.41. “Prior Settlements” mean the prior settlement agreements and payments provided under the agreements, totaling \$106,000.00, which Defendant already entered into and paid to 13 of the Class Members in resolution of claims which are alleged in the Class Action.

1.42. “Released Class Claims” means the claims against the Released Parties, arising during the Class Period, which are being released by all Participating Class Members, as described in Paragraph 5.1 below.

1.43. “Released PAGA Claims” means the claims against the Released Parties, arising during the PAGA Period, which are being released by Plaintiff and the State of California, on behalf of Plaintiff, the State of California, and the PAGA Group Members, as described in Paragraph 5.3 below.

1.44. “Released Parties” means Defendant and its past and present direct and indirect officers, directors, employees, agents, and insurers.

1.45. “Remaining Settlement Amount” means the Total Settlement Amount, less the Prior Settlements. The Remaining Settlement Amount is currently estimated to be \$300,000.00, but may be increased as provided in Paragraph 8.1 below. The Remaining Settlement Amount includes the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Defendant agrees to pay the Remaining Settlement Amount (including any increase of that amount as provided in Paragraph 8.1 below), plus the employer’s share of any payroll taxes that may be owed on the Individual Class Member Payments. Except as provided in Paragraph 8.1, the Parties agree that the Remaining Settlement Amount, plus the employer’s share of any payroll taxes that may be owed on the Individual Class Member Payments, includes the entire amount that remains owed by

1 Defendant in exchange for the release of the Class Action and the PAGA Action as described in
2 this Agreement.

3 1.46. “Request for Exclusion” means a Class Member’s timely and valid submission of a
4 written and signed request to be excluded from the Settlement Class within the applicable
5 Response Deadline, as defined herein and in the Class Notice.

6 1.47. “Response Deadline” means forty-five (45) days after the Administrator mails the Class
7 Notice to the Class Members, and shall be the last date on which Class Members may: (a) mail
8 Requests for Exclusion from the Settlement Class, or (b) mail his or her Objection to the
9 Settlement. If a Class Notice is returned to the Administrator as undeliverable, and the Class
10 Notice is thereafter re-sent to the Class Member, the Response Deadline shall be extended by an
11 additional 15 days for the Class Member to whom the Class Notice has been re-sent.

12 1.48. “Settlement” means the disposition of the Consolidated Action to be effectuated by this
13 Agreement and the Judgment.

14 1.49. “Total Settlement Amount” means \$406,000.00, which the Parties agree shall be paid in
15 exchange for a complete and final resolution of all of the claims alleged in the Consolidated
16 Action, under the terms and conditions that are further defined herein. The Parties agree that the
17 Total Settlement Amount includes the Prior Settlements and the Remaining Settlement Amount.
18 The Parties agree that, of the Total Settlement Amount, only the Remaining Settlement Amount
19 remains due and owing by Defendant for the release of claims described herein.

20 1.50. “Workweek” means any week during the Class Period in which a Class Member worked
21 as a Class Member for Defendant for at least one day, as determined by the Class Data.

22 **2. RECITALS**

23 2.1. On July 6, 2022, Plaintiff commenced the Class Action by filing a complaint against
24 Defendant in the Los Angeles County Superior Court.

25 2.2. On July 11, 2022, Plaintiff filed the PAGA Notice with the LWDA and served the
26 PAGA Notice on Defendant, pursuant to Labor Code section 2699.3. In the PAGA Notice,
27 Plaintiff stated that he intended to serve as a proxy of the LWDA to recover civil penalties on
28

1 behalf of himself, PAGA Group Members, and the State of California for alleged Labor Code
2 violations.

3 2.3. On February 22, 2023, Plaintiff commenced the PAGA Action by filing a complaint
4 against Defendant in the Los Angeles County Superior Court.

5 2.4. On November 30, 2022, Plaintiff filed a First Amended Complaint in the Class Action,
6 specifying that Plaintiff seeks to represent all other current and former non-exempt California
7 employees of Defendant, including but not limited to employees who were misclassified as
8 exempt by Defendant.

9 2.5. Thereafter, the Parties agreed to exchange formal and informal discovery and attend
10 mediation.

11 2.6. Prior to mediation, Defendant provided Plaintiff with the following materials through
12 informal discovery: (a) a sampling of wage statements issued to the Class Members; (b)
13 applicable wage-and-hour policy materials from throughout the Class Period; (c) a spreadsheet
14 itemizing reimbursements that were requested by, and made to, Class Members during the Class
15 Period; (d) a redacted list of employment data for the Class Members; (e) a 50% sampling of
16 electronic time punch records for the Class Members; and (f) a 50% sampling of electronic
17 payroll data for the Class Members.

18 2.7. The Parties agree that, based upon the informal discovery provided by Defendant in
19 advance of mediation, and based upon Plaintiff's other investigatory efforts, Plaintiff's
20 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
21 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
22 (2008) 168 Cal.App.4th 116, 129-130 (the "*Dunk/Kullar* Standard").

23 2.8. On February 19, 2025, the Parties participated in a full-day mediation presided over by
24 experienced neutral, Gig Kyriacou, Esq. The mediation was successful, and the Parties agreed
25 to a global settlement of all claims alleged in the Consolidated Action.

26 2.9. In addition, pursuant to a separate agreement (attached as Exhibit B hereto), the Parties
27 have agreed to a general release of all claims Plaintiff has or may have against any of the Released
28 Parties (whether known or unknown) arising out of Plaintiff's employment relationship with

Defendant and/or the separation thereof and based upon conduct allegedly occurring on or before the date that Plaintiff executes this separate settlement agreement.

2.10. In the Class Action, Plaintiff has not filed a motion for class certification, and the Court has not certified a class.

3. MONETARY TERMS

3.1. Remaining Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$300,000.00 as the Remaining Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, plus the employer's share of any payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Remaining Settlement Amount (or the employer's share of any payroll taxes owed on the Individual Class Members) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Remaining Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Remaining Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of up to \$7,500.00, in addition to any Individual PAGA Payment that Plaintiff may be entitled to receive as a PAGA Group Member, and any Individual Class Payment that Plaintiff may be entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request, made to the Court before the Final Approval Hearing, for a Class Representative Service Payment that does not exceed \$7,500.00. If the Court approves a Class Representative Service Payment in an amount less than that requested by Plaintiff, the remainder will be retained as part of the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment to Plaintiff and will report the Class Representative Service Payment on IRS Form 1099. Plaintiff assumes

1 full responsibility and liability for any taxes owed on the Class Representative Service
2 Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to one-third (1/3) of the
4 Total Settlement Amount, which is currently estimated to be \$135,333.33 (but may be
5 escalated under Paragraph 8.1), and a Class Counsel Litigation Expenses Payment of up
6 to \$30,000.00. Defendant will not oppose Plaintiff's request, made to the Court before
7 the Final Approval Hearing, for a Class Counsel Fees Payment and a Class Counsel
8 Litigation Expenses Payment that do not exceed these amounts. If the Court approves
9 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in
10 an amount less than that or those requested by Plaintiff, the Administrator will allocate
11 the remainder to the Net Settlement Amount. The Released Parties shall have no
12 liability to Class Counsel, or to any other attorney, arising from any claim to any portion
13 of the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses
14 Payment. The Administrator will pay the Class Counsel Fees Payment and the Class
15 Counsel Litigation Expenses Payment to Class Counsel, and will report both payments
16 on one or more IRS Form 1099. Class Counsel assumes full responsibility and liability
17 for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
18 Expenses Payment, and holds Defendant harmless, and indemnifies Defendant, from
19 any dispute or controversy regarding any division or sharing of any of these payments.

20 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
21 \$4,990.00, except upon a showing of good cause, and as approved by the Court. To the
22 extent the Administrator's expenses are less than \$4,990.00, or if the Court approves
23 payment to the Administrator of less than the amount requested as part of the
24 Administration Expenses Payment, the remainder will be retained as part of the Net
25 Settlement Amount.

26 3.2.4. To Each Participating Class Member: An Individual Class Payment, which the
27 Administrator will calculate as follows:

28 ///

1 3.2.4.1. For the Prior Settlement Class Members who are Participating Class
2 Members, one-third (1/3) of the Net Settlement Amount shall be divided by the
3 total number of Workweeks worked by the Prior Settlement Class Members
4 during the Class Period, and the result shall be multiplied by the number of
5 Workweeks worked by the Prior Settlement Class Member during the Class
6 Period.

7 3.2.4.2. For Participating Class Members who are not Prior Settlement Class
8 Members, two-thirds (2/3) of the Net Settlement Amount shall be divided by
9 the total number of Workweeks worked, during the Class Period, by
10 Participating Class Members who are not Prior Settlement Class Members, and
11 the result shall be multiplied by the number of Workweeks worked by the Class
12 Member during the Class Period.

13 3.2.4.3. Tax Allocation of Individual Class Payments. 20% of each Participating
14 Class Member's Individual Class Payment will be allocated to the settlement of
15 wage claims (the "Wage Portion"). The Wage Portion of each Individual Class
16 Payment will be subject to tax withholding and will be reported on an IRS W-2
17 Form. Defendant agrees to pay the employer's share of any payroll taxes that
18 may be owed on the Wage Portion of each Individual Class Payment. The
19 Administrator shall calculate, and shall provide respective counsel for the
20 Parties with documentation of the calculation, of the total amount owed by
21 Defendant for the employer's share of any payroll taxes owed on the Wage
22 Portion of each Individual Class Payment. The remaining 80% of each
23 Participating Class Member's Individual Class Payment will be allocated to the
24 settlement of claims for penalties, interest, and reimbursement of business
25 expenses (the "Non-Wage Portion"). The Non-Wage Portion of each Individual
26 Class Payment will not be subject to tax withholding and will be reported on an
27 IRS 1099 Form. Participating Class Members assume full responsibility and
28

liability for the employee's share of any taxes that may be owed on their Individual Class Payment or any portion thereof.

3.2.5. To the LWDA and PAGA Group Members: A PAGA Settlement Amount in the amount of \$40,000.00 to be paid from the Remaining Settlement Amount. 75% (\$30,000.00) of the PAGA Settlement Amount shall be paid to the LWDA as the LWDA PAGA Payment. The remaining 25% (\$10,000.00) shall be paid to the PAGA Group Members as the Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payment to be paid to each PAGA Group Member as follows:

3.2.5.1. The total amount to be paid in Individual PAGA Payments (\$10,000.00) shall be divided by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period, and the result shall be multiplied by the number of PAGA Pay Periods worked by each PAGA Group Member during the PAGA Period. Each Individual PAGA Payment issued to the PAGA Group Members as part of the PAGA Settlement Amount shall be allocated 100% to penalties and interest, without taxes withheld. The Administrator shall report each Individual PAGA Payment on an IRS Form 1099. PAGA Group Members assume full responsibility and liability for any taxes that may be owed on their Individual PAGA Payment or any portion thereof.

3.2.5.2. If the Court approves a PAGA Settlement Amount in an amount less than the amount requested, the remainder will be allocated to the Net Settlement Amount.

3.2.5.3. PAGA Group Members will receive an Individual PAGA Payment even if the PAGA Group Member is a Non-Participating Class Member. In other words, PAGA Group Members cannot submit a Request for Exclusion from the PAGA Group, and PAGA Group Members will receive an Individual PAGA Payment even if they submit a Request for Exclusion from the Settlement Class.

1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks. Based on a review of its records, as of the date of the Parties’
3 mediation, Defendant estimated that the Class Members worked approximately 3,057 workweeks
4 for Defendant within the State of California from July 6, 2018 through February 19, 2025.

5 4.2. Class Data. No later than 30 days after the Court grants Preliminary Approval of the
6 Settlement, Defendant will deliver the Class Data to the Administrator. To protect Class
7 Members’ privacy rights, the Administrator will maintain the Class Data in confidence; will use
8 the Class Data solely to carry out its duties with respect to the administration of this Settlement,
9 and not for any other purpose; and will restrict access to the Class Data to employees of the
10 Administrator who need to access the Class Data in order to effectuate the duties of the
11 Administrator as provided under this Agreement. Up until the time of Judgment, Defendant
12 agrees to immediately notify Class Counsel if Defendant discovers that the Class Data omitted
13 identifying information for any of the Class Members, in which case, Defendant agrees to provide
14 corrected or updated Class Data as soon as reasonably feasible. Although Defendant must
15 provide the Class Data to the Administrator by the deadline provided herein, the Parties and their
16 respective counsel agree to expeditiously use best efforts, in good faith, to reconstruct or
17 otherwise resolve any issues related to missing or omitted Class Data.

18 4.3. Funding of Remaining Settlement Amount. No later than 7 days after Defendant delivers
19 the Class Data to the Administrator, the Administrator shall provide the Parties with a calculation
20 (and documentation demonstrating the calculation) of the amount owed by Defendant for the
21 employer’s share of any payroll taxes that may be owed on the Individual Class Member
22 Payments. Defendant agrees to pay the Remaining Settlement Amount, plus the employer’s
23 share of any payroll taxes that may be owed on the Individual Class Member Payments, by the
24 later of the following dates: (1) 65 calendar days after the date that the Court enters an order of
25 Final Approval of the Settlement of the claims alleged in the Consolidated Complaint, including
26 the claims at issue in the Class Action and the PAGA Action; or (2) the date on which any appeal
27 that may be filed as to the Final Approval order has been fully and finally resolved.

28 ///

1 4.4. Payments from the Remaining Settlement Amount. Within 7 days after Defendant funds
2 the Remaining Settlement Amount, the Administrator will mail checks for all Individual Class
3 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
4 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
5 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
6 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
7 Service Payment shall not precede disbursement of the Individual Class Payments and the
8 Individual PAGA Payments.

9 4.4.1. The Administrator will issue checks for the Individual Class Payments and the
10 Individual PAGA Payments, and will send the checks to the Participating Class
11 Members and the PAGA Group Members, respectively, via First Class U.S. Mail, with
12 postage prepaid. The face of each check shall prominently state the date when the check
13 will be voided, will shall be no less than 180 days after the date of mailing (the “Void
14 Date”). The Administrator will cancel all checks that have not been cashed by the Void
15 Date. The Administrator will send checks for Individual Class Payments to all
16 Participating Class Members (including those for whom the Class Notice was returned
17 undelivered). The Administrator will send checks for Individual PAGA Payments to
18 all PAGA Group Members, including Non-Participating Class Members who qualify as
19 PAGA Group Members (including those for whom the Class Notice was returned
20 undelivered). For Participating Class Members who are also PAGA Group Members,
21 the Administrator may send a single check combining the Individual Class Payment and
22 the Individual PAGA Payment. Before mailing any checks, the Administrator will
23 update the recipient’s mailing address, as needed, using the National Change of Address
24 Database.

25 4.4.2. The Administrator must conduct a Class Member Address Search for all other
26 Class Members and PAGA Group Members whose checks are returned undelivered
27 without a USPS forwarding address. Within 7 days of receiving a returned check, the
28 Administrator will re-mail checks to the USPS forwarding address provided, or to

another address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and PAGA Group Member whose original check was lost or misplaced, if requested by the Class Member or PAGA Group Member prior to the Void Date.

4.4.3. For any Participating Class Member whose Individual Class Payment check, and for any PAGA Group Member whose Individual PAGA Payment check, remains uncashed and is cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund, in the name of the Class Member or PAGA Group Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

The following release of claims will become effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and Defendant's payment of the entire Remaining Settlement Amount and the employer's share of any payroll taxes owed on the Wage Portion of the Individual Class Payments:

5.1. Release by Participating Class Members: Plaintiff and all Participating Class Members (who do not submit a valid Request for Exclusion) will release and discharge the Released Parties from all causes of action and factual or legal theories that were alleged in the operative complaint in the Class Action, or that reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Class Action, including all of the following claims for relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b)

1 failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c)
2 failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d)
3 failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting
4 time penalties; (f) failure to timely pay all wages during employment; (g) failure to reimburse all
5 reasonable and necessary business expenses; (h) unfair business practices that could have been
6 premised on the claims, causes of action, or legal theories of relief described above or on any of
7 the claims, causes of action, or legal theories of relief pleaded in the operative complaint in the
8 Class Action; (i) any other claims or penalties under the wage and hour laws pleaded in the
9 operative complaint in the Class Action; and (j) all damages, penalties, interest, and other
10 amounts recoverable under said claims, causes of action, or legal theories of relief in the Class
11 Action (collectively, the “Released Class Claims”). The period of the Release shall extend to the
12 limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the
13 Release. The Released Class Claims exclude claims for vested benefits, wrongful termination,
14 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
15 security, workers’ compensation, claims while properly classified as exempt, and claims based
16 on facts arising outside of the Class Period.

17 5.2. Participating Class Members (meaning those who do not submit a timely or valid Request
18 for Exclusion from the Settlement Class) will waive and release the Released Parties from all
19 claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at
20 any time during the Class Period for the claims brought by Plaintiff in the Class Action or that
21 could have been brought by Plaintiff in the Class Action based on the allegations made by
22 Plaintiff in the Class Action.

23 5.3. Release by Plaintiff, the State of California, and the PAGA Group Members: The Parties
24 agree that, in consideration for the PAGA Settlement Amount, Plaintiff and the State of
25 California will release the Released Parties from all claims and legal theories for civil penalties
26 under PAGA, arising during the PAGA Period, based on the facts and/or legal theories which are
27 or could have been alleged in the operative complaint in the PAGA Action and/or in Plaintiff’s
28 PAGA Notice. The Parties agree that Plaintiff, the PAGA Group Members, and the State of

California will be bound by the Court's Judgment approving the settlement of all claims alleged in the PAGA Action and in Plaintiff's PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree that Plaintiff will file a motion for preliminary approval of the Settlement described herein ("Motion for Preliminary Approval"), in compliance with the Court's current checklist for Preliminary Approvals. The Motion for Preliminary Approval will include a request that the Court grant preliminary approval of the class action settlement, and will also include a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I). The Parties further agree that Defendant will participate in preparing relevant portions of the Motion for Preliminary approval to the extent necessary to comply with any orders of the Court and the terms of this Agreement.

6.1. Defendant's Declarations in Support of Preliminary Approval. Within 7 days of Defendant's counsel's receipt of a fully-executed copy of this Agreement, Defendant's counsel agrees to provide Class Counsel with a signed declaration from a representative of Defendant, and a signed declaration from Defense Counsel, confirming, under penalty of perjury, that Defendant and Defendant's Counsel, respectively, do not have any financial interest in, nor any other conflict of interest involving, the Administrator, or else disclosing all facts relevant to any actual or potential conflict of interest with the Administrator.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare, deliver to Defense Counsel (in advance of filing), and file all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under the *Dunk/Kullar* Standard, and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement; (iii) a draft proposed Class Notice, in a form identical or substantially similar to the Class Notice that is attached as Exhibit A to this Agreement; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to the following under penalty of perjury: willingness to serve; competency; procedures for protecting the security of the Class

1 Data; amounts of insurance coverage for any data breach, defalcation of funds, or other
2 misfeasance; all facts relevant to any actual or potential conflicts of interest with any of the
3 Parties or their respective Counsel, and with any of the Class Members; and the nature and extent
4 of any financial relationship with Plaintiff, Defendant, Class Counsel, or Defense Counsel; (v) a
5 signed declaration from Plaintiff confirming, under penalty of perjury, his willingness and
6 competency to serve as Class Representative and disclosing all facts relevant to any actual or
7 potential conflicts of interest with any of the Class Members and the Administrator; and (vi) a
8 signed declaration from each Class Counsel firm attesting, under penalty of perjury, to: its
9 competency to represent the Class Members; its timely transmission to the LWDA of all
10 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
11 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
12 section 2699, subd. (l)(2)).

13 6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
14 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining
15 a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to
16 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
17 delivering the Court's Preliminary Approval to the Administrator.

18 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
19 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
20 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
21 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
22 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
23 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
24 meeting and conferring, in good faith, to work to modify the Agreement or otherwise satisfy the
25 Court's concerns, to the extent the Parties deem it reasonable and practical to do so.

26 **7. SETTLEMENT ADMINISTRATION**

27 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
28 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this

Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their respective counsel represent that they have no financial interest or other relationship with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Workweeks, and Pay Periods shown in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or PAGA Group Member, and the number of Workweeks and/or PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search,

1 and shall re-mail the Class Notice to the most current address obtained. The
2 Administrator has no obligation to make further attempts to locate or send the Class
3 Notice to Class Members whose Class Notice is returned by the USPS a second time.

4 7.4.4. The deadlines for Class Members' written objections, challenges to workweeks
5 and/or pay periods, and Requests for Exclusion from the Class will be extended an
6 additional 15 days, beyond the 45-day deadline otherwise provided in the Class Notice,
7 for all Class Members whose notice is re-mailed. The Administrator will inform the
8 Class Member of the extended deadline with the re-mailed Class Notice.

9 7.4.5. Up until the time of Judgment, if the Administrator, Defendant, or Class Counsel
10 is contacted by or otherwise discovers any person who Defendant's records show should
11 have been included in the Class Data, but who was erroneously omitted from the Class
12 Data, Defendant agrees to provide, on a confidential basis, updated Class Data to the
13 Administrator as soon as feasible. The Parties agree to expeditiously meet and confer,
14 and to inform the Court as necessary, of any such additions that must be made to the
15 Class. The Parties further agree that, in the even that such individuals are added to the
16 Class after the Administrator has mailed the Class Notice, then the Administrator will
17 send the Class Notice to the additional Class Member via overnight delivery. In that
18 event, the Class Notice will specify that the additional Class Member has the later of 15
19 days, or the same deadline as the rest of the Settlement Class, in which to exercise the
20 Class Member's rights provided under this Agreement.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by mail, a signed written Request for Exclusion not later
24 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
25 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
26 from a Class Member or his/her representative that reasonably communicates the Class
27 Member's election to be excluded from the Settlement and includes the Class Member's
28

1 name, address, email address or telephone number, and signature. To be valid, a
2 Request for Exclusion must be timely postmarked by the Response Deadline.

3 7.5.2. The Administrator shall accept any Request for Exclusion as valid if the Request
4 for Exclusion is in a writing signed by the Class Member, and if the Administrator can
5 reasonably ascertain the identity of the person as a Class Member and the Class
6 Member's desire to be excluded. The Administrator's determination shall be final and
7 not appealable or otherwise susceptible to challenge. If the Administrator has reason to
8 question the authenticity of a Request for Exclusion, the Administrator may demand
9 additional proof of the Class Member's identity. The Administrator's determination of
10 authenticity shall be final and not appealable or otherwise susceptible to challenge.

11 7.5.3. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
13 to all benefits and bound by all terms and conditions of the Settlement, including the
14 Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement,
15 regardless whether the Participating Class Member actually receives the Class Notice
16 or objects to the Settlement.

17 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
18 Non-Participating Class Member and shall not receive an Individual Class Payment or
19 have the right to object to the class action components of the Settlement. Because future
20 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
21 Participating Class Members who are PAGA Group Members are deemed to release the
22 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
23 PAGA Payment.

24 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
25 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
26 Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class
27 Member in the Class Notice. The Class Member may challenge the allocation by communicating
28 with the Administrator via mail. The Administrator must request that the challenging Class

1 Member submit supporting documentation. In the absence of any contrary documentation, the
2 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct
3 so long as they are consistent with the Class Data. The Administrator's determination of each
4 Class Member's allocation of Workweeks shall be final and not appealable or otherwise
5 susceptible to challenge. The Administrator shall promptly provide Defense Counsel and Class
6 Counsel with copies of all challenges to calculation of Workweeks and the Administrator's
7 determination with respect to each challenge.

8 **7.7. Objections to Settlement**

9 7.7.1. Only Participating Class Members may object to the class action components of
10 the Settlement and/or this Agreement, including contesting the fairness of the
11 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

13 7.7.2. Participating Class Members may send written objections to the Administrator, by
14 mail. In the alternative, Participating Class Members may appear in Court (or hire an
15 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
16 A Participating Class Member who elects to send a written objection to the
17 Administrator must do so not later than 45 days after the Administrator's mailing of the
18 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
19 mailed).

20 7.7.3. Non-Participating Class Members have no right to object to any of the class action
21 components of the Settlement.

22 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks
23 required by the Administrator under this Agreement, including but not limited to calculating
24 Workweeks and PAGA Pay Periods based upon the Class Data, mailing the Class Notice to the
25 Class Members and PAGA Group Members, distributing the amounts to be paid as part of the
26 Remaining Settlement Amount, issuing all tax forms and completed related tax reporting for
27 amounts paid as part of the Remaining Settlement Amount, and calculating and withholding
28

1 payroll taxes and other deductions and withholdings from amounts paid as part of the Remaining
2 Settlement Amount as required by law.

3 7.8.1. Website, Email Address and Toll-Free Number. In addition to the other duties of
4 the Administrator described herein, the Administrator will maintain and use an internet
5 website to post information of interest to Class Members, including the date, time, and
6 location for the Final Approval Hearing; copies of the Settlement Agreement, Motion
7 for Preliminary Approval, the Preliminary Approval, and the Class Notice; copies of the
8 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
9 and Class Representative Service Payment; and copies of the Motion for Final
10 Approval, the Final Approval, and the Judgment. The Administrator will also maintain
11 and monitor an email address and a toll-free telephone number to receive and respond
12 to Class Members' calls and emails. The Administrator will provide the e-mail address
13 and toll-free telephone number on the internet website.

14 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
15 promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity.
16 Not later than 5 days after the expiration of the deadline for submitting Requests for
17 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
18 containing (a) the names of Class Members who have timely submitted valid Requests
19 for Exclusion ("Exclusion List"); and (b) the names of Class Members who have
20 submitted untimely or invalid Requests for Exclusion, and an indication of the reason
21 the Request for Exclusion was deemed untimely or invalid.

22 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
23 reports to Class Counsel and Defense Counsel that, among other things, tally the number
24 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
25 Exclusion (whether valid or invalid) received (including the numbers deemed valid and
26 invalid, respectively), objections received, challenges to Workweeks received and/or
27 resolved, and checks mailed for Individual Class Payments and Individual PAGA
28 Payments ("Weekly Report").

1 7.8.4. Administrator's Declaration. Before the date by which Plaintiff is required to file
2 the Motion for Final Approval of the Settlement, the Administrator will provide Class
3 Counsel and Defense Counsel with a declaration suitable for filing in Court attesting to
4 and describing, under penalty of perjury, the Administrator's due diligence and
5 compliance with all of its obligations under this Agreement, including, but not limited
6 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
7 of Class Notices, attempts to locate Class Members, the total number of Requests for
8 Exclusion from Settlement it received (both valid or invalid), the number of written
9 objections, and a list of the Class Members who submitted timely and valid Requests
10 for Exclusion. The Administrator will supplement its declaration as needed or requested
11 by the Parties and/or the Court. Class Counsel is responsible for filing the
12 Administrator's declaration(s) in Court.

13 7.8.5. Final Report by Settlement Administrator. Within 10 days after the Administrator
14 disburses all funds in the Remaining Settlement Amount, the Administrator will provide
15 Class Counsel and Defense Counsel with a final report detailing its disbursements by
16 employee identification number only of all payments made under this Agreement. At
17 least 7 days before any deadline set by the Court, the Administrator will prepare, and
18 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
19 Court attesting, under penalty of perjury, to the Administrator's disbursement of all
20 payments required under this Agreement. Class Counsel is responsible for filing the
21 Administrator's declaration in Court.

22 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

23 8.1. Increase in Workweeks. Defendant represents that, as of the date of the Parties'
24 mediation, Defendant estimated that the Class Members worked approximately 3,057
25 Workweeks for Defendant within the State of California from July 6, 2018 through February 19,
26 2025. In the event that the number of Workweeks in which the Class Members worked for
27 Defendant within the State of California during the Class Period increases by more than 10%
28 (*i.e.*, to more than 3,363 Workweeks), then Defendant agrees that the Total Settlement Amount

shall increase in proportion with the percentage of the increase above 3,363 Workweeks during the Class Period (*e.g.*, if the number of Workweeks increases by 11% during the Class Period, the Total Settlement Amount shall increase by 1%, meaning by \$4,060).

9. MOTION FOR FINAL APPROVAL

By the deadline provided by applicable statute or rules or orders of the Court, in advance of the Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff’s Counsel shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court, no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

9.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members (who did not submit timely and valid Requests for Exclusion from the Settlement as provided in this Agreement), waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 9.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse,
10 or modify the Court's award of the Class Representative Service Payment or any payments to
11 Class Counsel shall not constitute a material modification of the Judgment within the meaning
12 of this paragraph, as long as the Remaining Settlement Amount remains unchanged.

13 **10. AMENDED JUDGMENT**

14 If any amended judgment is required under Code of Civil Procedure section 384, the
15 Parties will work together in good faith to jointly prepare a proposed amended judgment, which
16 Plaintiff's Counsel will file with the Court.

17 **11. ADDITIONAL PROVISIONS**

18 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
19 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
21 any of the allegations in the Consolidated Complaint have merit or that Defendant has any
22 liability for any claims asserted; nor should it be intended or construed as an admission by
23 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
24 certification and representative treatment is for purposes of this Settlement only. If, for any
25 reason, the Court does not grant Preliminary Approval, does not grant Final Approval, or does
26 not enter Judgment, Defendant reserves the right to contest certification of any class for any
27 reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff
28 reserves the right to move for class certification on any grounds available and to contest

1 Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the
2 Action will have no bearing on, and will not be admissible in connection with, any litigation
3 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

4 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
5 Defense Counsel each agree that, until the Motion for Preliminary Approval of Settlement is
6 filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit
7 another person to disclose, disseminate, and/or publicize, any of the terms of the Agreement
8 directly or indirectly, specifically or generally, to any person, corporation, association,
9 government agency, or other entity except: (1) to the Parties' respective attorneys, accountants,
10 and/or spouses, all of whom will be instructed to keep the information confidential; (2) to the
11 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
12 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
13 government agency. Each Party agrees to immediately notify each other Party of any judicial or
14 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
15 Defendant, and Defense Counsel each agree not to, directly or indirectly, initiate any
16 conversation or other communication, before the filing of the Motion for Preliminary Approval,
17 with any with third party regarding this Agreement or the matters giving rise to this Agreement,
18 except to respond only that "the matter was resolved," or words to that effect. This paragraph
19 does not restrict Class Counsel's communications with Class Members in accordance with Class
20 Counsel's ethical obligations owed to Class Members.

21 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
23 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
24 ability to communicate with Class Members in accordance with Class Counsel's ethical
25 obligations owed to Class Members.

26 11.4. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
27 Agreement, together with Attachment A thereto, shall constitute the entire agreement between
28

1 the Parties relating to the Settlement, superseding any and all oral representations, warranties,
2 covenants, or inducements made to or by any Party.

3 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement, including by abiding by orders of the
10 Court which are necessary to effectuate the terms of the Agreement provided herein. In the event
11 the Parties are unable to agree upon the form or content of any document necessary to implement
12 the Settlement, or on any modification of the Agreement that may become necessary to
13 implement the Settlement, the Parties agree to seek the assistance of a mediator and/or the Court
14 for resolution.

15 11.7. No Prior Assignments. The Parties and their respective counsel each represent and
16 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
17 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
18 demand, action, cause of action, or right released and discharged by the Settlement.

19 11.8. No Tax Advice. The Parties agree that neither Party nor their respective counsel are
20 providing any advice regarding taxes or taxability. The Parties agree that nothing in this
21 Agreement shall be relied upon as providing any advice regarding taxes or taxability within the
22 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
23 otherwise.

24 11.9. Modification of Agreement. This Agreement, and/or any part thereof, may be amended,
25 modified, changed, or waived only by an express written instrument signed or agreed to by all
26 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
27 agree that, should the Parties agree to amend, modify, change, or waive this Agreement, or any
28

part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments to this Agreement on behalf of the Parties once fully executed.

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

11.11. 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 regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties and their respective counsel have cooperated and participated in the drafting and negotiation 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.

11.13. Use of Class Data. Any information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the information and data related to the Class provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (such as through DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

///

11.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except as necessary to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 from the date when this Agreement is fully executed until the Effective Date.

11.18. Severability. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision, and that the remainder of the Agreement shall remain in full force and effect, unless otherwise agreed in writing by the Parties and their respective counsel.

IT IS SO AGREED:

Signed: Curtis Johnson
Plaintiff, Curtis Johnson

Dated: 11/26/2025

Signed: _____
For Defendant, Fortra, LLC (Formerly Known
as Help/Systems LLC)

Dated: _____

Name (Printed): _____

Title: _____

AGREED AS TO FORM ONLY:

Vedang J. Patel
David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Dated: November 26, 2025

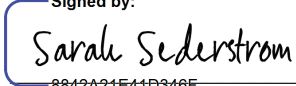
11.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except as necessary to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 from the date when this Agreement is fully executed until the Effective Date.

11.18. Severability. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision, and that the remainder of the Agreement shall remain in full force and effect, unless otherwise agreed in writing by the Parties and their respective counsel.

IT IS SO AGREED:

Signed: _____
Plaintiff, Curtis Johnson

Dated: _____

Signed by: 
Signed: _____
For Defendant, Fortra, LLC (Formerly Known as Help/Systems LLC)

Dated: 26-Nov-2025

Name (Printed): Sarah Sederstrom

Title: Associate General Counsel

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Dated: _____

1 *C. Brackett*

Dated: November 26, 2025

2 _____
3 Ryan H. Crosner
4 Catherine L. Brackett
5 Counsel for Defendant
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28