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and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ANGELA SMITH, an individual; KASSANDRA HERNDON, an individual; on behalf of themselves and all others similarly situated and the general public,

Plaintiffs,

vs.

AGREEYA SOLUTIONS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0002783

Honorable Esmeralda Zendejas
Department 11A

DECLARATION OF MADELY NAVA OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date:	October 1, 2025
Time:	9:00 a.m.
Dept.:	11A
Judge:	Hon. Esmeralda Zendejas

Complaint Filed:	March 22, 2023
FAC Filed:	May 16, 2023
SAC Filed:	February 13, 2025
Trial Date:	Not Set

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Attorneys for Plaintiff, Kassandra Herndon

I, Madely Nava, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Smith v. AgreeYa Solutions, Inc.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action's team has been directly involved with class action administration for a combined 15 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice Of Class Action Settlement*, in English; (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

4. On May 21, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel before being mailed.

5. On May 27, 2025, Counsel for the Defendants provided Apex with the class data file, comprising the full names, last known mailing addresses, telephone numbers and/or email addresses (to the extent available), Social Security numbers, dates worked for Defendant during the Class Period, pay periods worked for Defendant during the PAGA Period (if applicable), as well as the information need to calculate the total number of relevant workweeks worked by each Settlement Class Member and total number of Pay Periods worked by each PAGA Employee. The data file was successfully uploaded to our database, where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class List consisted of a total of 718 individuals.

6. In preparation for the mailing process, all 718 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On July 3, 2025, The Class Notice was sent to all 718 individuals listed in the Class List using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8. As of the date of this declaration, our office has received 11 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 192 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in obtaining 181 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class Mail.

9. As of the date of this declaration, there have been 181 Class Notices re-mailed as a result of Apex's skip-tracing efforts.

10. As of the date of this declaration, 11 Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing.

11. Class Members had forty-five (45) calendar days after the mailing of the Class Notice to submit a request for exclusion. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline for submitting a request for exclusion from the Settlement was August 18, 2025.

12. Class Members had forty-five (45) calendar days after the mailing of the Class Notice to submit a Notice of Objection. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement was August 18, 2025.

13. Class Members had forty-five (45) calendar days after the mailing of the Class Notice to submit a Workweeks Dispute. As of the date of this declaration, Apex has not received any disputes from Class Members. The deadline for submitting a dispute was August 18, 2025.

14. As of the date of this declaration, Apex will report 718 Participating Class Members, constituting 100% of the total 718 Settlement Class Members.

15. The total number of workweeks worked by Participating Class Members during the Class Period is 12,182. The Net Settlement Amount available to Participating Class Members is estimated to be $421,260.00 and was calculated by subtracting the requested attorneys' fees ($288,750.00), the amount requested for litigation costs and expenses ($40,000.00), the requested Service Awards ($15,000.00), the requested Settlement Administration Costs ($9,990.00), and the PAGA Penalties ($50,000.00) from the Gross Settlement Amount ($825,000.00).

16. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be approximately $10,166.68, the *average* Individual Settlement Share is currently estimated to be approximately $586.71, and the *lowest* Individual Settlement Share is currently estimated to be approximately $34.58. These amounts are subject to employee-side tax and withholdings.

17. Pursuant to the Agreement, 25% of the PAGA Payment ($12,500.00) will be allocated to PAGA Employees regardless of whether they opt out of the class settlement. PAGA Employees cannot opt out of the PAGA settlement. There are 198 PAGA Employees who worked a total of 5,261.43 pay periods during the PAGA Period.

18. The *highest* Individual PAGA Payment to an PAGA Employee is approximately $294.60, the *average* Individual PAGA Payment is approximately $62.19, and the *lowest* Individual PAGA Payment is approximately $0.68.

19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $9,990.00 Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake. Apex's invoice is attached to this declaration as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 8th day of September 2025, in Irvine, California.

MADELY NAVA

Exhibit A

Angela Smith v. AgreeYa Solutions, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»

«D

NOTICE OF CLASS ACTION SETTLEMENT
***Angela Smith v. AgreeYa Solutions, Inc.*,**
Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2023-0002783

PLEASE READ THIS CLASS NOTICE CAREFULLY.
You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.
You do not need to take any action to receive a settlement payment.
This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Kassandra Herndon and Angela Smith ("Plaintiffs") and Defendant AgreeYa Solutions, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Angela Smith v. AgreeYa Solutions, Inc*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783 ("Action"), which may affect your legal rights. On May 21, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on October 1, 2025, at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the Class Period.

"**Class Period**" means the period from August 10, 2018 through October 12, 2024.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims

"**PAGA Employee(s)**" means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from March 8, 2022 through October 12, 2024.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 9, 2022, Plaintiff Kassandra Herndon ("Plaintiff Herndon") provided written notice to the California Labor and Workforce Development Agency ("LDWA") by online submission and to the Defendant of the specific provisions of the California Labor Code that Plaintiff Herndon contends were violated ("Herndon PAGA Letter"). On March 8, 2023, Plaintiff Angela Smith ("Plaintiff Smith") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Smith contends were violated ("Smith PAGA Letter"). (Together, the Herndon PAGA Letter and the Smith PAGA Letter shall be referred to as the "PAGA Letters.")

On August 10, 2022, Plaintiff Herndon commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the case entitled *Kassandra Herndon v. AgreeYa Solutions, Inc.*, Sacramento County Superior Court Case No. 34-2022-00324963 ("Herndon Action"). On March 22, 2023, Plaintiff Smith commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the above-referenced Action, entitled *Angela Smith v. AgreeYa Solutions, Inc*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783. On May 16, 2023, Plaintiff Smith filed a First Amended Class and PAGA Complaint ("Smith FAC") in the Action, adding a cause of action for civil penalties pursuant to PAGA. On February 11, 2025, Plaintiff Smith filed a Second Amended Class and PAGA Complaint to consolidate into the Action all claims from the Herndon Action and to add Plaintiff Herndon as a named plaintiff.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On May 21, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Kassandra Herndon and Angela Smith as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278
Fax: (855) 786-6356

Aaron A. Bartz
BARTZ LAW GROUP, APC
5151 California Avenue, Suite 100
Irvine, California 92617
Tel: (949) 504-4413
Fax: (949) 656-7760

Walter L. Haines
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Boulevard, #63354
West Hollywood, California 90069
Tel: (562) 256-1047
Fax: (562) 256-1006

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Twenty Five Thousand Dollars and No Cents ($825,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $288,750.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and No Cents ($40,000.00) to Class Counsel; (2) Service Awards in an amount not to exceed Seven-Thousand Five Hundred Dollars *each*, for a total of Fifteen Thousand Dollars ($15,000.00) to Plaintiffs for their services in the Action; (3) the amount of Fifty Thousand Dollars and No Cents ($50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($37,500.00) ("LWDA Payment") and the remaining 25% ($12,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Nine Hundred Ninety Dollars ($9,990.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid employee in California during the Class Period. ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period. ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. <u>Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records</u>

According to Defendant's records:

- **From August 10, 2018 through October 12, 2024 (i.e., the Class Period), you are credited as having worked «Class_Weeks» Workweeks.**
- **From March 8, 2022 through October 12, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Weeks» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa Solutions*, *Inc.,* Case No STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before August 18, 2025.**

C. <u>Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)</u>

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

<u>Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«Est_Class_PMT». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.</u>

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«Est_PAGA_PMT» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. <u>Release of Claims</u>

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200, *et seq*. and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letters and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendant and its current and former owners, officers, shareholders, directors, agents, employees, attorneys, and insurers.

E. <u>Attorneys' Fees and Costs to Class Counsel</u>

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $288,750.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and No Cents ($40,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross

Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Awards to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars *each*, for a total of Fifteen Thousand Dollars ($15,000.00) ("Service Awards"), in recognition of their services in connection with the Action. The Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to each of their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Nine Hundred Ninety Dollars ($9,990.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

APEX Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax (949) 989-4428

A Request for Exclusion must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa Solutions*, *Inc.*, Case No. STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before August 18, 2025.**

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Angela Smith v. AgreeYa Solutions*, *Inc.*, Case No. STK-CV-UOE-2023-0002783); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before August 18, 2025.**

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11A of the San Joaquin County Superior Court, located at 180 E Weber Ave, Stockton, CA 95202, on October 1, 2025, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To attend the remote hearing: Call into (209) 992-5590, then follow the prompts and use the Bridge # and Pin # for the Department where your case is to be heard:

Dept. 11A (Judge Zendejas): Bridge #: 6934; Pin # 5986

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Court's website at https://www.sjcourts.org/ , selecting the "Online Services" drop-down menu, selecting "Case Management Search" and opting for the Case Search by Case Number, and entering case number STK-CV-UOE-2023-0002783.

You may also visit the Settlement Administrator's website at https://apexclassaction.com/agreeya for key documents in the Action. Please **scan the QR code** to directly take you to the settlement website.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 355 – 0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B

CLASS ACTION ADMINISTRATION

Quotation Request:		**Case Name:**	**Smith and Herndon v. AgreeYa Solutions, Inc.**
Aaron A. Bartz		Date:	Wednesday, October 30, 2024
BARTZ LAW GROUP, APC		RFP Number:	11210001
aaron@bartzlawgroup.com			
949.504.4413			

Settlement Specifications	
Estimated Class Size:	**700**
Certified Language Translation:	**No**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Prepared By:
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Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	2	$250.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$550.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	700	$1,050.00
USPS First Class Postage	Per Piece	$0.70	700	$490.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	140	$280.00
Receive and Process Undeliverable Mail	Per Hour	$75.00	1	$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	2	$150.00
NCOA Address Update (USPS)	Static Rate	$180.00	1	$180.00
			Sub Total:	$2,345.00
Project Management				
Project Management	Per Hour	$150.00	3	$450.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$770.00

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$225.00	1	$225.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$225.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	3	$360.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.25	700	$875.00
USPS First Class Postage	Per Piece	$0.70	700	$490.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	70	$140.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	10	$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$5,035.00
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	3	$405.00
Project Management Reconciliation	Per Hour	$100.00	3	$300.00
Declarations	Per Hour	$120.00	3	$360.00
			Sub Total:	$1,065.00
			WILL NOT EXCEED:	**$9,990.00**

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney’s fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.