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ELECTRONICALLY
**FILED**
*Superior Court of California,*
*County of San Francisco*
**08/14/2026**
**Clerk of the Court**
**BY: EDWARD SANTOS**
**Deputy Clerk**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

DOMINIQUE DONJUAN CAVALIER II, individually, and on behalf of all other similarly situated,

Plaintiffs,

v.

SURGE LABS, INC. DBA DATAANNOTATION, a corporation; EDWIN CHEN, an individual; and DOES 1–50, inclusive,

Defendants.

Case No.: CGC-25-625502

**CLASS ACTION**

*Assigned for all purposes to:*
Hon. Ethan P. Schulman, Dept. 304

**DECLARATION OF GLENN A. DANAS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

[Filed concurrently with Plaintiff's Notice of Motion and Motion for Preliminary Approval, Declaration of Dominique Cavalier and [Proposed] Order Granting Motion]

PRELIMINARY APPROVAL HEARING
Date: September 8, 2026
Time: 9:00 a.m.
Dept: 304

Complaint filed: May 20, 2025
FAC filed: September 3, 2025

**DECLARATION OF GLENN A. DANAS**

I, Glenn A. Danas, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Courts of Appeals for the First, Second, Third, Fourth, Eighth and Ninth Circuits, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California, and the JPML. I am a partner at Clarkson Law Firm, P.C., and counsel for Plaintiff Dominique DonJuan Cavalier II ("Plaintiff"). Unless stated otherwise, I have personal knowledge of the facts recited in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and putative class members worked in California as independent contractors for Defendants during the class period, as "Data Annotators" or in similar positions. Defendant Surge Labs, Inc. recruits Data Annotators through its service called Dataannotation.tech. Surge Labs then assigns Data Annotators to work on data annotation projects for its client companies.

3. Plaintiff alleges that Defendants willfully misclassified Class Members as independent contractors, failed to pay minimum and overtime wages, failed to provide compliant meal and rest periods or pay premiums, required Plaintiffs and Class Members to perform work off-the-clock without compensation, and failed to reimburse necessary business expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to timely pay wages, failure to pay all earned and unpaid wages upon separation, failure to keep requisite payroll records and properly maintain required records, unfair business practices, and civil penalties under the California Private Attorneys General Act ("PAGA").

4. On May 20, 2025, Plaintiff commenced this action alleging he was misclassified by Defendants and alleging various wage and hour claims. On September 3, 2025, Plaintiff filed an

amended complaint to add a claim for civil penalties and willful misclassification under PAGA, which Plaintiff had exhausted with California's Labor Workforce Development Agency (LWDA) on June 13, 2025.

DISCOVERY AND INVESTIGATION

5. My office undertook an extensive investigation before bringing this lawsuit, including researching Defendants' DataAnnotation platform which Class Members used as the primary platform to perform their work, what tasks Class Members were engaged in, and analyzing whether AB 5 applies to the Class Members. During the pendency of the case and up to the filing of this motion, Plaintiff's Counsel spoke with over 100 Class Members regarding their experiences and the claims at issue. After scheduling the mediation, the Parties exchanged documents and information before mediating the actions. Defendants produced various documents including sampling of time and pay data, information regarding DataAnnotation platform, and statistical data regarding the putative class and aggrieved employees. Before filing, and in preparation for the mediation, Plaintiff's counsel consulted at length with Mr. Cavalier and putative class members regarding their experiences, including a thorough review of materials they provided.

6. After reviewing and analyzing documents produced by Defendants and speaking with other individuals who worked for Defendants, Class Counsel was able to evaluate the likelihood of success at various anticipated points in the litigation, including defeating motions to compel arbitration and on class certification, success on the merits at summary judgment and trial, and Defendants' maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the defenses Defendants indicated they would assert in these Actions. Through this robust investigation, Class Counsel was able to compile a damage analysis.

SETTLEMENT NEGOTIATIONS

7. The Action was successfully mediated in person with Hon. Peter D. Lichtman (Ret.) in Los Angeles on April 16, 2026. After extensive negotiations and discussions regarding the strengths and weaknesses of Mr. Cavalier's claims and Defendants' defenses, the Parties were able to reach a resolution, with the Parties accepting a very detailed mediator's proposal on April 21, 2026, the material terms of which are encompassed within the Settlement Agreement. Attached as

**Exhibit 1** is a true and correct copy of the non-signed version of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement").[1] Class Members will be notified by e-mail of the settlement. If any email comes back as undelivered, those Class Members will instead receive notice by U.S. First-Class mail. The Parties used the Los Angeles County Superior Court's Form Class Action and PAGA Settlement Agreement and Class Notice. A document showing edits the Parties made to the template in redline is attached hereto as **Exhibit 2**.

8. The Settlement includes $250,000.00 allocated to Mr. Cavalier's claims under PAGA, with 65% ($162,500.00) of which is being paid to the LWDA and 35% ($87,500.00) being paid to PAGA Members. (Settlement, §3.2.5.) Class Counsel submitted the proposed settlement to the LWDA concurrently with filing this Motion for Preliminary Approval.

9. The Settlement provides that Defendants will not oppose a fee application of up to 33 1/3%) ($2,150,000) of the Gross Settlement Amount, plus Class Counsel's actual out-of-pocket costs. (Settlement, § 3.2.2.)

10. Class Counsel requested several bids from experienced class action settlement administrators to handle the responsibilities of the Settlement Administrator under this Settlement. The Parties accepted the bid of Simpluris, Inc. ("Simpluris"). Simpluris has multiple years of experience in the field of Class Action Administration. In its bid, Simpluris provided a bid estimating the administrative costs in the amount of $15,725. Attached hereto as **Exhibit 3** is a bid from Simpluris providing an estimate of the administrative costs in this Action.

11. To my knowledge, Mr. Cavalier does not have any interest, financial or otherwise, in the third-party administrator, Simpluris, Inc.

12. No one at Clarkson Law Firm (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the third-party administrator, Simpluris, Inc.

13. Because Class Members and Aggrieved Employees were paid for their work through

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[1] The Parties are still working on obtaining the necessary signatures but expect to fully execute the Settlement Agreement within a few days of filing this motion. Plaintiff will file a supplemental declaration as soon as practicable with the executed Settlement Agreement attached.

PayPal and Surge does not have information regarding these individuals' physical addresses, payments under the Settlement will be made through PayPal, to the same accounts used for payment during their work for Surge. If a PayPal payment is returned, rejected, declined, or otherwise fails to process, the Settlement requires the Administrator to conduct an address search for the affected Class Member or Aggrieved Employee and within 7 days of a payment being returned, mail a check to the address ascertained through that search.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

14. Class Counsel has conducted a thorough investigation into the facts and risks of this case and the likelihood of obtaining a higher recovery for the class through continued litigation. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel believes that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendants both to certification and on the merits, trial risk, and appellate risk.

15. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendants, I evaluated Defendant's maximum exposure. I took into account the risk of the claims being compelled to arbitration, not having the claims certified, and the risk of not prevailing at trial, even if the claims are certified, as well as the risk that Defendants would not be able to pay a large judgment even if one was awarded at trial. Using the data Defendants provided including class pay and time data, class member demographics (i.e., the number of class members, workweeks, and average total compensation of the class), and obtaining information from dozens of class members, I created a damages model to evaluate the realistic range of potential recovery for the class. The damages model is based on the following benchmarks:

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|---|
| Total Class Members: 7,694 |
| Class Members who no longer perform work during 3-year statute of limitation: 4,531 (this assume encompasses any individual who did not perform work within 90 days of mediation) |
| Total workweeks: 221,188 |
| Total Aggrieved Employees: 6,283 |
| Total PAGA Periods: 163,934 |

| |
|---|
| Number of Shifts: 453,072<br>Avg. Minimum Wage: $18.83 |

16. Based on Mr. Cavalier's discovery and investigation, Class Counsel reached the conclusion that Defendants misclassified their independent contractors, failed to have legally compliant meal and rest period policies, that Defendants failed to provide compliant meal and rest periods which they did not pay all meal premiums for, that Mr. Cavalier and Class Members were required to perform work off-the-clock which they were not compensated for, and that Defendants failed to reimburse Mr. Cavalier and Class Members for necessary business expenses. Defendants denied these claims.

17. The overarching risks here were significant. Mr. Cavalier faces substantial risk if he were to continue litigating this matter. Most importantly, for class members to have any chance of recovering damages at trial, Mr. Cavalier would have needed to prevail on a motion to compel arbitration on an individual basis, and to avoid potential issues at class certification, would have needed to defeat the entire arbitration agreement in a way that applied classwide. While waivers of the right to pursue representative PAGA claims are not enforceable, Mr. Cavalier would likely have had to arbitrate his individual PAGA claims first before returning to court to address the representative portion. Although Mr. Cavalier believes he would likely have prevailed on the merits of his claims in arbitration, Defendants would assert defenses that could convince the arbitrator to rule the against Mr. Cavalier. Moreover, regardless of which way the arbitrator(s) ruled on the merits, there are unanswered questions regarding whether claim and issue preclusion applies when an arbitrator resolves an "individual" PAGA claim, potentially necessitating a second round of merits briefing in this Court.

18. Moreover, the arbitration agreement here also contained a class waiver, and Mr. Cavalier faced an obstacle in persuading a court and/or the arbitrator that the entire arbitration agreement should be thrown out. It is possible that Defendants would have prevailed in enforcing their arbitration clause as to the class claims, in which case, all class members would have been required to file their own individual arbitrations, incurring significant out-of-pocket expenses, investment of time, and challenges obtaining legal representation in pursuing smaller value individual claims on a

risky and novel case theory. Inevitably, based upon class counsel's experience, and despite the strength of their claims, most class members would never file them. Moreover, even if Mr. Cavalier prevailed in opposing Defendants' motion to compel arbitration, Defendants would almost certainly have pursued an appeal as of right from the ruling on their motion to compel arbitration and would likely have been able to stay the case in court for years during the appeal.

19. Thus, the mere fact that this case has settled on a classwide basis at an early stage, before risky motion practice and immediate arbitration-related appeals, is a big victory for the class, who faced the prospects of no recovery concerning their non-PAGA damages had Defendants prevailed on an early motion to compel arbitration, and long-delayed recovery in any event. Even if these arbitration obstacles were the only risks, the recovery here would be fair. But there were other risks here as well.

20. First, Mr. Cavalier would also have needed to prevail on a Motion for Class Certification. Defendants dispute that class certification is warranted here and would likely argue that the claims here require individualized inquiries, rather than involving common questions of law and fact.[2] In particular, Defendants would likely argue that Class Members worked on their own time, and any non-compliant meal and rest breaks would be have been due to individualized reasons, rather than a common practice or policy of Defendants. While Mr. Cavalier believes he can prevail on this argument, it presents an unusual risk not present in typical wage & hour cases.

21. Second, a significant portion of the Class Members would need to prevail on proving that they were in fact misclassified by Defendants as independent contractors. The merits here present novel questions as Defendants would likely allege that the Class Members fall under various exemptions to the AB5 misclassification test. Defendants would likely allege that Mr. Cavalier and the Class Members are exempt from AB5 as licensed professionals under Labor Code section 2783, as data aggregators under Labor Code section 2782, and/or as individuals providing Professional services under Labor Code section 2778. Because AI training by independent contractors only has

[2] This discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. *See* Findings of the Study of California Class Action Litigation, 2000-2006, available at http:// www.courts.ca.gov/documents/class-action-lit-study.pdf.

arisen in recent years based on Mr. Cavalier's investigation, the law is not settled as to whether these exemptions apply to Mr. Cavalier and the Class Members. Therefore, While Mr. Cavalier alleges that Class Members do not fall under any of these exemptions, it is unclear how a court would rule on these issues. Even if Mr. Cavalier believes he has the stronger argument here, appeals are likely and may delay resolution. And if Defendants ultimately prevailed, the misclassification inquiry would be guided by the more rigorous (and less easily class certifiable) multifactor test laid out in *S. G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341. To be entitled to most of the damages under the claims asserted as to the exempt employees, Mr. Cavalier would first need to prevail on the issue of misclassification to show that he should have been classified as a non-exempt employee.

22. Third, even if Mr. Cavalier prevailed on certifying the class and showing that Class Members were misclassified, Mr. Cavalier would still need to prove Defendants' liability under the actual claims themselves (e.g. that they were entitled to meal and rest breaks and Defendants failed to provide compliant breaks) which Mr. Cavalier addresses in turn further below.

23. Class Counsel estimates Defendants' maximum potential liability for failure to pay for all hours worked based on an average of 3.7 uncompensated hours worked per week is $15,410,389 (221,188 workweeks * 3.7 hours * $18.83). However, Defendants could argue that Mr. Cavalier would have to prove that each task he alleges was done under the control of the Defendant and was, in turn, compensable.

24. With respect to the meal period and rest period claims, Mr. Cavalier found that 27% of the shifts were long enough to be entitled to meal breaks and 30% of the shifts were long enough to be entitled to rest breaks, based on Plaintiff's counsel's interview of over 100 Class Members. Class Counsel therefore estimates Defendants' maximum potential liability at $2,307,133 (453,072 shifts * 27% * $18.86) for the meal break claim and $2,563,481 (453,072 shifts * 30% * $18.86) for the rest break claim. However, Defendants would likely argue that Class Members worked on their own time, and therefore that any missed meal or rest breaks were purely voluntary.

25. Mr. Cavalier alleges that Defendants had an improper practice of failing to reimburse putative class members for necessary business expenses, as Mr. Cavalier would attest that Defendants

required Class Members to pay out-of-pocket to purchase computer products, use their own cell phones, and use their own internet service. Estimating that each class member incurred an average of $70 in one-time purchases and $26.75 per week in recuring monthly payments in unreimbursed employment expenses. Mr. Cavalier further estimates that Class Members would be unlikely to receive full reimbursement for their computer products, cell phone bills, internet bills, or electricity bills since only a portion of the time these items were utilized was spent performing work. Mr. Cavalier therefore, assume a conservative 50% of Class Members' expenses would be subject to reimbursement. Therefore, Mr. Cavalier estimates the potential liability for this claim $3,227,679 (($70 * 7,694 Class Members) + ($26.75 per week * 221,188 work weeks) * 50% reimbursement rate).

26. In sum, I estimated that Mr. Cavalier's maximum recovery for the unpaid wages based on the failure to pay for all hours worked, meal and rest period violations, and failure to reimburse for necessary business expenses, is $23,508,682.

27. Regarding Mr. Cavalier's claims for statutory and civil penalties, Mr. Cavalier estimated that Defendants' maximum potential liability is $63,683,785. Since Class Members signed up for accounts and used those accounts to log in and work, calculating former employees who would be entitled to waiting time penalties becomes difficult compared to standard employment. For estimating penalties, Mr. Cavalier assumed that any user who had not been active for at least three months was a former employee. Moreover, since only 30% of the shifts were long enough to be entitled to rest breaks, Mr. Cavalier assumes that the average shift was approximately 3 hours long. Therefore, Defendant's potential liability for waiting time penalties based on this assumption is $7,678,685 (4,531 Class Members * $18.83 * 30 days * 3 hours per day average).

28. Defendants' potential liability for inaccurate wage statements based on approximately 6,283 class members who worked 163,934 pay periods within the 1-year statute is $16,393,400 (163,934 * 100). Finally, Defendant's potential liability for PAGA violations based on the Court assessing a $100 penalty for violations for all 163,934 pay periods within the 1-year statute and a $5,000 penalty for willful misclassification for each of the 6,283 Aggrieved Employees who worked

within the 1-year statute of limitations is $39,611,700 ((163,934 * 100 / 2[3]) + (6,283 * $5,000). I believe that it would be unrealistic to expect the Court to award the full $63,683,785 in penalties given Defendants' defenses, the contested nature of Mr. Cavalier's claims, the discretionary nature of penalties, and that the estimated non-penalty damages amount to only $23,508,682.

29. Moreover, obtaining these penalties would entail additional risks. The California Supreme Court has recently held that employers are only liable for failure to provide accurate wage statements if they do so "knowingly and intentionally." (See generally *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1087.) If an employer has a reasonable, good faith belief it is complying with California law, they may be able to avoid liability under Labor Codes 226 and 203. (*Id.* at p. 1065.) Similarly, a Court has discretion to reduce PAGA penalties if an employer makes a "good faith attempt" to comply with California law. (*Carrington v. Starbucks* (2018) 30 Cal.App.5th 504, 517, 529 [affirming the trial court's decision to award only $5 for each PAGA violation].) And Defendants would also dispute whether the misclassification was "willful."

30. **Using these estimated figures, Mr. Cavalier estimates that the maximum potential recovery for all claims, including penalties, would be $87,192,467**. Considering the risk and uncertainty of prevailing on a motion to compel arbitration, at class certification, and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

31. While Mr. Cavalier is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Mr. Cavalier also recognizes that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

32. This Settlement avoids the risks and the accompanying expense of further litigation. Although the Parties had engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the Parties had not yet completed formal written discovery. Mr. Cavalier intended to depose corporate officers and managers of Defendants. Moreover, preparation for class certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a

[3] The PAGA pay periods are weekly. Under Labor Code 2699(o), civil penalties under PAGA are reduced by one half for weekly pay periods.

disputed class certification ruling for Mr. Cavalier and/or adverse summary judgment ruling. Had the Court certified any claims, Defendants could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

33. As a result, each Settlement Class Member is eligible to receive an average gross benefit of approximately $838.

34. The proposed Settlement of $6,450,000, therefore, represents a substantial recovery when compared to Mr. Cavalier's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment, the settlement amount of $6,450,000 is clearly within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

ENHANCEMENT AWARD FOR MR. CAVALIER IS REASONABLE

35. Class Counsel represents that Mr. Cavalier and the other signatory Class Members devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and was frequently in contact with Class Counsel during the mediation. Mr. Cavalier's requested enhancement award is reasonable, particularly in light of the substantial benefits Mr. Cavalier generated for all class members.

36. Throughout this Litigation, Mr. Cavalier, who was a former independent contractor of Defendants, has cooperated generously with my office and has undertaken to protect the interests of the class. Mr. Cavalier provided valuable information regarding unpaid overtime, meal period, and rest period claims. Mr. Cavalier also informed my office of developments and information relevant to this action, participated in decisions concerning this action, made themselves available to answer questions during the mediation, and provided my office with important information in this action including a detailed account on how the DataAnnotation platform operated. Before we filed this case, Mr. Cavalier provided my office with information and documents regarding the claims alleged in this action. The information and documentation provided by Mr. Cavalier were instrumental in establishing the alleged wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Mr. Cavalier's

participation.

37. In turn, class members will now have the opportunity to benefit from a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing/able to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Mr. Cavalier putting himself on the line on behalf of these other class members.

38. The requested enhancement award for the Mr. Cavalier as the class representatives and for his general release of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison, to enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Mr. Cavalier for his active participation in this lawsuit.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

39. The Settlement provides for attorney's fees payable to Class Counsel in an amount up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of $2,150,000, plus actual costs and expenses. The proposed award of attorneys' fees to Class Counsel, in this case, can be justified under percentage recovery method. Moreover, Class Counsel intends to base the proposed award of fees, costs, and expenses on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

40. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and substantial resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

41. It is further estimated that my office will need to spend at least another 100 hours monitoring the process leading up to the final approval, briefing the motion and appearing for the hearing for final approval, and monitoring payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

42. As of the drafting of this Motion for Preliminary Approval of Class Action Settlement,

my office has incurred around $ 14,257.50 in expenses and we anticipate accruing additional costs up to the Final Approval of the Settlement. These expenses were reasonably necessary and should be reimbursed in full.

43. The risk to my office has been very significant, particularly if we had failed. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on several class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the Defendants company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

44. Because few individuals can afford to pay for representation in litigation on an hourly basis, Clarkson Law Firm represents virtually all its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Clarkson Law Firm is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or his case, we cannot afford to represent an individual employee or independent contractor on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

MY EXPERIENCE AND QUALIFICATIONS

45. Clarkson Law Firm, P.C. is comprised of over 25 attorneys and 70 employees. Clarkson Law Firm, P.C. is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California. Attached hereto as **Exhibit 4** is a copy of Clarkson Law Firm, P.C.'s resume.

46. Clarkson Law Firm, P.C. is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases.

47. I received my undergraduate degree from Cornell University's School of Industrial and

Labor Relations in 1998, my law degree from Emory University School of Law in 2001 and was admitted to the California Bar in June 2010. I clerked for the Honorable U.W. Clemon, Chief Judge of the United States District Court for the Northern District of Alabama following law school. I have more than 15 years of litigation experience representing clients in complex litigation in state and federal courts, and since 2009, I have focused primarily on California wage and hour litigation.

48. I have been a partner at Clarkson Law Firm, P.C. since June 2022, where I have devoted most of my practice to representing employees in wage and hour litigation, especially under PAGA.

49. Prior to Clarkson Law Firm, I was a partner at Robins Kaplan LLP (from 2018 to 2022), where I also devoted a substantial amount of my practice to wage and hour litigation, especially under PAGA. Prior to Robins Kaplan, I was an associate (from 2009 through 2015) and then a partner (from 2015 through 2018) at Capstone Law APC, one of the largest wage and hour boutique firms in California. I began my career in the private sector as an associate at Shearman & Sterling, LLP, practicing in antitrust and mergers and acquisitions-related litigation.

50. I have been lead counsel on some of the most notable wage and hour court decisions in California, including *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014); *Williams v. Superior Ct.*, 3 Cal. 5th 531 (2017); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014); *Brown v. Ralphs Grocery Co.*, 197 Cal. App. 4th 489 (2011), as modified (July 20, 2011); and *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018). I am currently lead counsel in *Leeper v. Shipt*, *Inc.*, S289305 (currently pending before the California Supreme Court, regarding "headless" PAGA cases).

51. I have been recognized as a leader among the plaintiffs' bar in the wage and hour litigation numerous times, including by earning a California Lawyer Attorney of the Year (CLAY) award in 2015, was named by the Daily Journal one of California's Top 100 Lawyers across all practice areas, and named to the Daily Journal's list of Top Labor and Employment Attorneys seven times, from 2015 to 2019, 2023, 2024, and 2026. I also serve on the California Lawyers Association Labor and Employment Section Executive Committee, where I chaired the Annual Advanced Wage and Hour Conference from 2019-2021.

52. Maxim Gorbunov is a Senior Associate Attorney at Clarkson. Mr. Gorbunov focuses

his practice on employment and wage and hour class actions, working to obtain numerous settlements on behalf of employees. Mr. Gorbunov is admitted to the State Bar of California, and the bars of the United States District Courts for the Northern, Southern, Eastern, and Central Districts of California. Mr. Gorbunov received his Juris Doctor from the University of California, Hastings College of Law in 2021. Since graduating from law school, Mr. Gorbunov has focused his practice on California wage and hour class actions.

53. Janet J. Hur is a Senior Associate Attorney at Clarkson. Ms. Hur is admitted to the State Bar of California and represents employees in complex wage-and-hour class actions and Private Attorneys General Act representative litigation. Prior to joining Clarkson, Ms. Hur represented employers, corporations, and public entities in complex employment and civil litigation, including wage-and-hour class actions, PAGA representative actions, discrimination, retaliation, whistleblower, and wrongful termination claims, as well as products liability and other complex civil matters, and has extensive experience managing cases through every stage of litigation, including dispositive motion practice, depositions, mediation, trial preparation, and second-chair jury trials. Ms. Hur earned her Juris Doctor from the University of San Francisco School of Law.

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.

Executed on August 14, 2026, at Los Angeles, California.

*/s/ Glenn A. Danas*
Glenn A. Danas

# EXHIBIT 1

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Dominique DonJuan Cavalier II ("Plaintiff") and defendants Surge Labs, Inc. and Edwin Chen (collectively "Surge"). The Agreement refers to Plaintiff and Surge collectively as "Parties," or individually as "Party."

**1. DEFINITIONS.**

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Surge captioned *Cavalier v. Surge Labs, Inc., et al.*, initiated on May 20, 2025 and pending in the Superior Court of the State of California, County of San Francisco and assigned Case number CGC-25-625502.

1.2 "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means all current and former individuals classified as independent contractors, who worked as Data Annotators or in similar positions, and resided in the State of California during the PAGA Period.

1.5 "Class" means all current and former individuals classified as independent contractors, who worked as Data Annotators or in similar positions, and resided in the State of California during the Class Period.

1.6 "Class Counsel" means Glenn A. Danas, Maxim Gorbunov, and Janet J. Hur of Clarkson Law Firm, P.C.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Surge's possession including the Class Member's name, last-known email address, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be emailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from May 20, 2021 to through Preliminary Approval.

1.13 "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of San Francisco.

1.16 "Surge" means named Defendants Surge Labs, Inc.[1] and Edwin Chen.

1.17 "Defense Counsel" means Janella T. Gholian and Stacey McKee Knight of Katten Muchin Rosenman LLP.

1.18 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means $6,450,000 which is the total amount Surge agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

[1] Erroneously named Surge Labs, Inc. dba DataAnnotation.

1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25 "LWDA" means the California Labor and Workforce Development Agency.

1.26 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, 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.

1.28 "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.

1.29 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Surge for at least one day during the PAGA Period.

1.30 "PAGA Period" means the period from May 20, 2024 through Preliminary Approval.

1.31 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.32 "PAGA Notice" means Plaintiff's June 13, 2025 letter to Surge and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($87,500) and 65% to the LWDA ($162,500) in settlement of PAGA claims.

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 "Plaintiff" means Dominique DonJuan Cavalier II, the named plaintiff in the Action.

1.36 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

1.37 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.38 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3

below.

1.39 "Released Parties" means Surge and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 "Response Deadline" means 45 days after the Administrator emails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.43 "Workweek" means any week during which a Class Member worked for Surge for at least one day, during the Class Period.

**2. RECITALS**.

2.1 On May 20, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against Surge for (1) failure to pay minimum and liquidated damages; (2) failure to provide meal periods or meal premium wages; (3) failure to authorize and permit rest periods; (4) failure to timely pay wages; (5) failure to pay wages upon separation; (6) failure to keep requisite payroll records; (7) failure to provide timely and accurate wage statements; (8) failure to indemnify employees for business expenditures; and (8) violation of California's Unfair Business Practices. On September 3, 2025, Plaintiff filed a First Amended Complaint adding a cause of action against Surge for civil penalties under the Private Attorneys General Act ("PAGA") ("the Operative Complaint"). Surge denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Surge and the LWDA by sending the PAGA Notice.

2.3 On April 16, 2026, the Parties participated in an all-day mediation presided over by Peter D. Lichtman (Ret.) which led to this Agreement to settle the Action.

2.4 Prior to mediation , Plaintiff obtained, through informal discovery, various documents and data points including a sample of the class members' contact information, time and pay records, and information and policies regarding the work performed for by the Class.

Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

**3. MONETARY TERMS.**

3.1 Gross Settlement Amount. Surge promises to pay $6,450,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Surge has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Surge.

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

3.2.1 To Plaintiff: Class Representative Service Payment of not more than $15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Surge will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $2,150,000, and a Class Counsel Litigation Expenses Payment of not more than $25,000. Surge will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Surge harmless, and indemnifies Surge, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $20,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $20,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $250,000 to be paid from the Gross Settlement Amount, with 65% ($162,500) allocated to the LWDA PAGA Payment and 35% ($87,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the

result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, Surge estimates there are 7,694 Class Members who collectively worked a total of 221,188 Workweeks.

4.2 Funding of Gross Settlement Amount. Surge shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Surge's share of payroll taxes, by transmitting the funds to the Administrator no later than 7 days after Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 7 days after the Effective Date, the Administrator will send the amount for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue payments through PayPal for the Individual Class Payments and Individual PAGA Payments to the Class Members and Aggrieved Employees. The Administrator will send such payments for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send payments for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single payment combining the Individual Class Payment and the Individual PAGA Payment.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose payments are returned rejected, declined, or otherwise fail to process. Within 7 days of being notified of a failed payment, the Administrator must mail a check to the address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose mailed checks are returned as undelivered. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The

Administrator will cancel all checks not cashed by the void date. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

**5. RELEASES OF CLAIMS**. Effective on the date when Surge fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences that occurred up to the date of execution of the Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802, and Business and Professions Code section 17200, *et seq*.. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval within a reasonable time after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as

the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, 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 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 under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Not later than fourteen (14) business days after the Court grants Preliminary Approval, Surge will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Surge has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Surge must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. 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, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via email to the last known email address, 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 Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing 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 email as undelivered, the Administrator shall conduct a Class

Member Address Search and mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the mailed Class Notice.

7.4.5 If the Administrator, Surge or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits

and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,

maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices sent, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and payments made for Individual Class Payments and Individual PAGA Payments("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all

payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Surge estimates that, as of the date of mediation, there were 221,188 Total Workweeks during the Class period worked by 7,694 Class Members. If the number of workweeks worked by settlement class members during the Class Period is more than 10% greater than this figure (i.e, if there are 243,307 or more workweeks worked by settlement class members), Surge agrees to increase the Settlement Amount on a proportional basis (i.e., if there is a 12% increase in the number of workweeks, Surge shall increase the Settlement Amount by 2%).

9. **SURGE'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Surge may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Surge withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Surge will remain responsible for paying all Settlement Administration Expenses incurred to that point. Surge must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 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 that five court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 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 or Judgment, (ii) addressing settlement

administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

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

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Surge that any of the allegations in the Operative Complaint have merit or that Surge has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Surge's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Surge reserves the right to contest certification of any class for any reason, Surge reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Surge's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, Surge and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Surge and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause

of action or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Surge nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

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

12.11 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.

12.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Surge in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Surge unless, before the Court's discharge of the Administrator's obligation, Surge makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 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.

12.16 Calendar Days. Unless otherwise noted, all references 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
CLARKSON LAW FIRM, P.C.
Glenn A. Danas
gdanas@clarksonlawfirm.com
Maxim Gorbunov
mgorbunov@clarksonlawfirm.com
Janet J. Hur
jhur@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Fax: (213) 788-4070

To Defendant:
Katten Muchin Rosenman LLP
Janella T. Gholian
janella.gholian@katten.com
Stacey McKee Knight
stacey.knight@katten.com
2121 Avenue of the Stars, Suite 1100
Los Angeles, CA 90067-5010
310-788-4400
310-788-4471 (Fax)

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

*On Behalf of Plaintiff*

Dated:

_____
Dominique DonJuan Cavalier II

*On Behalf of Defendants*

Dated:

_____
Surge Labs, Inc. and Edwin Chen

*Approved as to form:*

Dated:

_____
Glenn A. Danas (Counsel for Plaintiffs)

Dated:

_____
Janella T. Gholian (Counsel for Defendant)

# COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Cavalier v. Surge Labs, Inc., et al*, San Francisco Superior Court, Case No. CGC-25-625502

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from a class action lawsuit ("Action") against Surge Labs, Inc. and Edwin Chen (collectively "Surge") for alleged wage and hour violations. The Action was filed by a former Surge independent contractor, Dominique DonJuan Cavalier II ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former individuals classified as independent contractors, who worked as Data Annotators or in similar positions, and resided in the State of California during the Class Period (May 20, 2021 through Preliminary Approval) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former individuals classified as independent contractors, who worked as Data Annotators or in similar positions, and resided in the State of California during the PAGA Period (May 20, 2024 through Preliminary Approval) ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring Surge to fund individual class payments, and (2) a PAGA settlement requiring Surge to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Surge's records, and the parties' current assumptions, **your individual class payment is estimated to be $_____ (less withholding) and your individual PAGA payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Surge's records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on Surge's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Surge to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Surge.

If you worked for Surge during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed settlement

and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Surge.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Surge, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

**Surge will not retaliate against you for any actions you take with respect to the proposed settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| | |
|---|---|
| **You Don't Have to Do Anything to Participate in the Settlement** | If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Surge that are covered by this settlement ("Released Claims"). |
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement**<br><br>**The Opt-out Deadline is _____** | If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section 4 of this notice.<br><br>You cannot opt-out of the PAGA portion of the proposed settlement. Surge must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). |
| **Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement**<br><br>**Written Objections Must be Submitted by**<br>_____ | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this notice. |

| | |
|---|---|
| **You Can Participate in the _____ Final Approval Hearing** | The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section 8 of this notice. |
| **You Can Challenge the Calculation of Your Workweeks/Pay Periods**<br><br>**Written Challenges Must be Submitted by** _____ | The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Surge's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section 4 of this notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Surge independent contractor. The Action accuses Surge of violating California labor laws by failing to pay minimum and liquidated damages; failing to provide meal periods or meal premium wages; failing to authorize and permit rest periods; failing to timely pay wages; failing to pay wages upon separation; failing to keep requisite payroll records; failing to provide timely and accurate wage statements; failing to indemnify employees for business expenditures. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action: Glenn A. Danas and Maxim Gorbunov of Clarkson Law Firm P.C. ("Class Counsel.").

Surge strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Surge or Plaintiff is correct on the merits. Plaintiff and Surge hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Surge have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Surge does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Surge has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Surge has agreed to pay $6,450,000 as the Gross Settlement Amount ("Gross Settlement"). Surge has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Surge will fund the Gross Settlement not more than 30 days after the Court entered its Order granting preliminary approval of the settlement. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

   A. Up to $2,150,000 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $15,000 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment and any individual PAGA payment.

   C. Up to $20,000 to the Administrator for services administering the settlement.

   D. Up to $250,000 for PAGA penalties, allocated 65% to the LWDA and 35% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

   Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Surge are asking the Court to approve an allocation of 20 % of each individual class payment to taxable wages ("Wage Portion") and 80 % to interest and penalties, ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Surge will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms. Although, Plaintiff and Surge have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back

taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the _____ response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Surge.

   You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Surge based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Surge have agreed that, in either case, the settlement will be void, Surge will not pay any money, and Class Members will not release any claims against Surge.

7. Administrator. The Court has appointed a neutral company, Simpluris, Inc., (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section 9 of this notice.

8. Participating Class Members' Release. After the Judgment is final and Surge has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Surge or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802, and Business and Professions Code section 17200, et seq.. Except as set forth in Section 3.10 of this

Notice, Participating Class Members do not release any other claims.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Surge has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Surge, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Surge or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

   The Aggrieved Employees' Release is as follows:

   > All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802.

## 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing $_____ by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Surge's records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Surge's calculation of Workweeks based on Surge's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Surge's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The payment to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees will be made through PayPal using the account information that Surge has on file for each individual. A single payment may combine the individual class payment and the individual PAGA payment, if any.

2. Non-Participating Class Members. The individual PAGA Payment to every Aggrieved Employee who opts out of the class settlement will be made through PayPal using the account information that Surge has on file for each individual.

3. If your PayPal information has changed. **Surge will use the same PayPal information it has on file. If your PayPal information has changed or your account is no longer active, it is important that you contact the Administrator using the contact information found in Section 9 of this Notice as soon as possible**, so that Administrator can update your PayPal information or issue a physical check. If the PayPal payment get rejected or does not complete in anyway, the Administrator will run an address trace and send a check to the most current address the Administrator is able to find.

4. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cavalier v. Surge Labs, Inc., et al, San Francisco Superior Court, Case No. CGC-25-625502*, and include your identifying information (full name, address, telephone number, approximate dates of employment and email address for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by ____, or it will be invalid.** Section 9 of the notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Surge are asking the Court to approve. At least 16 days before the _____Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact

information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website (url)_____or the Court's website by going to https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=CDA044FB1C2C5F6AD548C03F1799BA9269D725B7 and typing in the case number CGC-25-625502**.**

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action _____and include your name, current address, telephone number and approximate dates you worked for Surge and sign the objection. Section 9 of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this notice (immediately below) for specifics regarding the final approval hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____at _____in Department 304 of the Superior Court of San Francisco County, located at 400 McAllister St., San Francisco, CA 94102. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Surge and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to the Court's website at https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=CDA044FB1C2C5F6AD548C03F1799BA9269D725B7 and typing in the case number CGC-25-625502. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:
CLARKSON LAW FIRM, P.C.
Glenn A. Danas
gdanas@clarksonlawfirm.com

Maxim Gorbunov
mgorbunov@clarksonlawfirm.com
Janet J. Hur
jhur@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Fax: (213) 788-4070

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

## 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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# EXHIBIT 2

[NOTE: This Model Class Action and PAGA Settlement Agreement is based on a version originally approved by the Court, the complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue (Ret.) and including 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form for multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. **COUNSEL USING THIS MODEL AGREEMENT ARE TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SHOWING HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.**]

# [MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Dominique DonJuan Cavalier II ("Plaintiff") and defendant ("XYZ"). defendants Surge Labs, Inc. and Edwin Chen (collectively "Surge"). The Agreement refers to Plaintiff and XYZSurge collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against XYZSurge captioned *Cavalier v. Surge Labs, Inc., et al.*, initiated on May 20, 2025 and pending in the Superior Court of the State of California, County of San Francisco and assigned Case number CGC-25-625502.

1.2 "Administrator" means , Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means [e.g., a person employed by XYZ in California all current and former individuals classified as a independent contractors, who worked for XYZ as Data Annotators or in similar positions, and resided in the State of California during the PAGA Period].

1.5 "Class" means [define class, e.g., all persons employed by XYZ in California and all current and former individuals classified as

1.5 independent contractors, who worked for XYZ as Data Annotators or in similar positions, and resided in the State of California during the Class Period].

1.6 "Class Counsel" means ~~_____~~Glenn A. Danas, Maxim Gorbunov, and Janet J. Hur of Clarkson Law Firm, P.C.

1.7 ~~—~~"Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 ~~_____~~"Class Data" means Class Member identifying information in ~~XYZ's~~Surge's possession including the Class Member's name, last-known ~~mailing~~email address~~, Social Security number~~, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 ~~"~~"Class Member Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee 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 or Aggrieved Employees.

~~1.11~~ ~~_____~~"Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
1.11 ~~mailed~~ emailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from ~~_____ to _____~~May 20, 2021 to through Preliminary Approval.

1.13 "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of ~~Los Angeles~~San Francisco.

1.16 "~~XYZ~~Surge" means named ~~Defendant~~ ~~_____~~Defendants Surge Labs, Inc.[1] and Edwin Chen.

1.17 "Defense Counsel" means ~~_____~~Janella T. Gholian and Stacey McKee Knight of Katten Muchin Rosenman LLP.

[1] Erroneously named Surge Labs, Inc. dba DataAnnotation.

1.18 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means $~~_____~~6,450,000 which is the total amount ~~XYZ~~Surge agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share ~~[25%/~~35~~%]~~% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.~~i~~

1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25 "LWDA" means the California Labor and Workforce Development Agency.

1.26 "LWDA PAGA Payment" means the ~~[75%/~~65~~%]~~% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, 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.

1.28 "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.

1.29 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for ~~XYZ~~Surge for at least one day during the PAGA Period.

1.30 "PAGA Period" means the period from ~~_____ to _____~~May 20, 2024 through Preliminary Approval.

1.31 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.32 "PAGA Notice" means Plaintiff's June 13, 2025 letter to XYZSurge and the LWDA [and Plaintiff's letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated [25%/35%]% to the Aggrieved Employees ($87,500) and [75%/65%]% to the LWDA ($162,500) in settlement of PAGA claims.

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 "Plaintiff" means Dominique DonJuan Cavalier II, the named plaintiff in the Action.

1.36 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

1.37 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.38 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.39 "Released Parties" means XYZSurge and each of its former and present [directors,] [, officers,] [, shareholders,] [, owners,] [, members,] [, attorneys,] [, insurers,] [, predecessors,] [, successors,] [, assigns,] [, subsidiaries,] [, affiliates].

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 "Response Deadline" means [e.g., 60]45 days after the Administrator mailsemails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline.

1.42 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.43 "Workweek" means any week during which a Class Member worked for XYZSurge for at least one day, during the Class Period.[ii]

**2. RECITALS.**

2.1 On May 20, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against XYZSurge for .] [(1) failure to pay minimum and liquidated damages; (2) failure to provide meal periods or meal premium wages; (3) failure to authorize and permit rest periods; (4) failure to timely pay wages; (5) failure to pay wages upon separation; (6) failure to keep requisite payroll records; (7) failure to provide timely and accurate wage statements; (8) failure to indemnify employees for business expenditures; and (8) violation of California's Unfair Business Practices. On September 3, 2025, Plaintiff filed a [e.g., First Amended Complaint] alleging causes adding a cause of action against XYZSurge for . The [e.g., First Amended] Complaint is civil penalties under the operative

complaint in Private Attorneys General Act ("PAGA") ("the Action (the "Operative Complaint").] XYZ"). Surge denies the allegations in

2.1 the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZSurge and the LWDA by sending the PAGA Notice.

2.3 On April 16, 2026, the Parties participated in an all-day mediation presided over by Peter D. Lichtman (Ret.) which led to this Agreement [or describe alternative means of negotiation].to settle the Action.

2.4 Before [Prior to mediation] [negotiating the Settlement], , Plaintiff obtained, through [formal] [informal] discovery, various documents and data points including a sample of the class members' contact information, time and pay records, and information and policies regarding the work performed for by the Class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5 The Court [has] [has not] granted class certification.

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2.6 The Parties, Class Counsel and Defense Counsel represent [they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement] [they are aware of the following other pending matter[s] or action[s] asserting claims that will be extinguished or affected by the Settlement:.

_____, ].

**3. MONETARY TERMS.**

3.1 Gross Settlement Amount. XYZSurge promises to pay $ 6,450,000 and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments.] XYZ. Surge has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2.[iii] of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZSurge.

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

3.2.1 To Plaintiff: Class Representative Service Payment of not more than $ $15,000 (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member). XYZSurge will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount
3.2.1 requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than %,one-third of the Gross Settlement Amount, which is currently estimated to be $ 2,150,000, and a Class Counsel Litigation Expenses Payment of not more than $ . XYZ25,000. Surge will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds

~~XYZ~~Surge harmless, and indemnifies ~~XYZ~~Surge, from any dispute or controversy regarding any division or sharing of any of these payments.

~~3.2.3~~ To the Administrator: An ~~Administration~~Administrator Expenses Payment not to exceed

3.2.3 ~~$~~ $20,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $20,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g.,~~ interest and penalties~~]~~ (the "Non-Wage Portion").[iv] The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $ 250,000 to be paid from the Gross Settlement Amount, with ~~[75%/~~65~~%]~~ ($ % ($162,500) allocated to the LWDA PAGA Payment and ~~[25%/~~35~~%]~~ ($ % ($87,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' ~~[25%/35%]~~ share of PAGA Penalties ~~($ )~~ by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability

for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 ~~_____~~Class Size Estimates. Based on a review of its records to date, ~~XYZ~~Surge estimates there are ~~_____~~7,694 Class Members who collectively worked a total of ~~_____~~221,188 Workweeks~~, and _____ Aggrieved Employees who worked a total _____ of PAGA Pay Periods.~~[v]

4.2 ~~_____~~Funding of Gross Settlement Amount. ~~XYZ~~Surge shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Surge's share of payroll taxes, by transmitting the funds to the Administrator no later than ~~[14]~~7 days after ~~the~~ Effective Date.

4.3 ~~_____~~Payments from the Gross Settlement Amount. Within ~~[14]~~7 days after ~~XYZ funds the Gross Settlement Amount~~the Effective Date, the Administrator will ~~mail checks~~send the amount for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 ~~_____~~The Administrator will issue ~~checks~~payments through PayPal for the Individual Class Payments and Individual PAGA Payments ~~and send them~~ to the Class Members and Aggrieved

4.3.1 Employees ~~via First Class U.S. Mail, postage prepaid. .~~ ~~The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided.~~ The Administrator will ~~cancel all checks not cashed by the void date. The Administrator will send checks~~send such payments for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send ~~checks~~payments for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single ~~check~~payment combining the Individual Class Payment and the Individual PAGA Payment. ~~Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.~~

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose ~~checks~~payments are returned ~~undelivered without a United States Postal Service ("USPS") forwarding address.~~rejected, declined, or otherwise fail to process. Within ~~[~~7~~]~~ days of ~~receiving a returned check~~ being notified of a failed payment, the Administrator must ~~re-~~mail a check to the ~~check to the USPS forwarding address provided or to an~~ address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose ~~re-~~mailed checks are returned as undelivered. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check ~~[to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient")] [~~to the California Controller's Unclaimed Property Fund in the name of the Class Member~~]. [ The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient].~~.

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall

not obligate ~~XYZ~~Surge to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

~~5.~~ **RELEASES OF CLAIMS**. Effective on the date when ~~XYZ~~Surge fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the

**5.** Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

~~5.1~~ Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences ~~[~~that occurred ~~during~~up to the ~~Class Period]~~,date of execution of the Agreement, including, but not limited to:

5.1 (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.~~vi~~

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

~~5.2~~ Release by Participating Class Members:

5.2 All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint ~~that are alleged to have occurred during the Class Period [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802, and Business and Professions Code section 17200, *et seq*.. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not

release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 Release by Aggrieved Employees:

5.3 All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegationsstated in the Operative Complaint that are alleged to have occurred during , and the PAGA PeriodNotice and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802.

and the PAGA Notice [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 XYZ's Declaration in SupportResponsibilities of Preliminary Approval. Within _____ days of the full execution of this Agreement, XYZ will prepare and deliver toCounsel. Class Counsel a signed declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient (if applicable). In their declarations, Defense Counsel and XYZ shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel 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 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres Recipient]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres Recipient]; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA

~~documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Superior Court of Los Angeles County's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

~~6.3~~ ~~Responsibilities of Counsel~~. ~~Class Counsel and Defense Counsel are jointly~~is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval ~~no later than [30] days~~within a reasonable time after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to

6.1 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

~~6.4~~6.2 ~~—~~Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

~~7.1~~ ~~Selection of Administrator~~. The Parties have jointly selected ~~_____~~ Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment,

7.1 ~~_____~~ Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 ~~_____~~Q ualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 ~~—~~Not later than ~~[e.g., 15]~~fourteen (14) business days after the Court grants Preliminary Approval, ~~XYZ~~Surge will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. ~~XYZ~~Surge has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ~~XYZ~~Surge must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. 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, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

~~Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.~~

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ~~[~~fourteen (14~~]~~) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via ~~first-class USPS mail~~email to the last known email address, the Class Notice ~~[with Spanish translation, if applicable]~~ 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 Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing 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~~email 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 and ~~re-~~mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 ~~—~~The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are ~~re-~~mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional ~~[~~14~~]~~ calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the ~~re-~~mailed Class Notice.

7.4.5 ~~—~~If the Administrator, ~~XYZ~~Surge or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[~~14~~]~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

~~7.5.1~~ ~~—~~Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request

7.5.1 for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 ——Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

7.8 ———Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 ——Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 ——Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 ——Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices ~~mailed or re-mailed~~sent, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and ~~checks mailed~~payments made for Individual Class Payments and Individual PAGA Payments–("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 ~~—~~Administrator's Declaration. Not later than ~~[~~14~~]~~ days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 ~~—~~Final Report by Settlement Administrator. Within ~~[~~10~~]~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~[~~15~~]~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. ~~XYZ'S~~CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Surge estimates that, as of the date of mediation, there were 221,188 Total Workweeks during the Class period worked by 7,694 Class Members. If the number of workweeks worked by settlement class members during the Class Period is more than 10% greater than this figure (i.e, if there are 243,307 or more workweeks worked by settlement class members), Surge agrees to increase the Settlement Amount on a proportional basis (i.e., if there is a 12% increase in the number of workweeks, Surge shall increase the Settlement Amount by 2%).

**~~8.~~9. SURGE'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~—~~5% of the total of all Class Members, ~~XYZ~~Surge may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ~~Surge withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~Surge will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ~~Surge must notify Class Counsel and the Court of its election to withdraw not later than ~~[~~seven~~]~~ days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**~~9.~~10. MOTION FOR FINAL APPROVAL.** Not later than ~~[~~16~~]~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a ~~motion~~Motion for ~~final approval~~Final Approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). ~~Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] days before filing the Motion for Final Approval.~~

Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~9.1~~10.1 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 that ~~[~~five~~]~~ court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~9.2~~10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~9.3~~10.3 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 or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

~~9.4~~10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

~~9.5~~10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the

Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**~~10.~~11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

**~~11.~~12. ADDITIONAL PROVISIONS.**

~~11.1~~12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Surge that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Surge has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that ~~XYZ's~~Surge's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, ~~XYZ~~Surge reserves the right to contest certification of any class for any reason, ~~XYZ~~Surge reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ~~XYZ's~~Surge's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~11.2~~12.2 Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, ~~XYZ~~Surge and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~Surge and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~11.3~~12.3 ~~———~~No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~11.4~~12.4 ~~———~~Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

~~11.5~~12.5 ~~———~~Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Surge, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~11.6~~12.6 ~~———~~Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

~~11.7~~12.7 ~~———~~No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

~~11.8~~12.8 ~~———~~No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Surge nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~11.9~~12.9 ~~———~~Modification of Agreement. This Agreement, and all parts of it, may be

amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

~~11.10~~12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.11~~12.11 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~~12.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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~~12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~11.14~~12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Surge in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from ~~XYZ~~Surge unless, before the Court's discharge of the Administrator's obligation, ~~XYZ~~Surge makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

~~11.15~~12.15 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.

~~11.16~~12.16 Calendar Days. Unless otherwise noted, all references 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17~~12.17 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

CLARKSON LAW FIRM, P.C.
Glenn A. Danas
gdanas@clarksonlawfirm.com
Maxim Gorbunov
mgorbunov@clarksonlawfirm.com
Janet J. Hur
jhur@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Fax: (213) 788-4070

To ~~XYZ~~Defendant:

Katten Muchin Rosenman LLP
Janella T. Gholian
janella.gholian@katten.com
Stacey McKee Knight
stacey.knight@katten.com
2121 Avenue of the Stars, Suite 1100
Los Angeles, CA 90067-5010
310-788-4400
310-788-4471 (Fax)

~~11.18~~12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~11.19~~12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

~~For~~*On Behalf of* *Plaintiff* ~~For XYZ~~

_____ _____

~~(date)~~ ~~(date)~~

_____ _____

Dated:

Dominique DonJuan Cavalier II

*On Behalf of Defendants*

Dated:

Surge Labs, Inc. and Edwin Chen

*Approved as to form:*

Dated:

Glenn A. Danas (Counsel ~~For Plaintiff~~ for Plaintiffs)

Dated:

Janella T. Gholian (Counsel ~~For XYZ~~for Defendant)

_____ _____

~~(date)~~ ~~(date)~~

# COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

[ _____ ]

*Cavalier v. Surge Labs, Inc., et al*, San Francisco Superior Court, Case No. CGC-25-625502

***The Superior Court for the State of California authorized this Notice. Read it carefully!***
***It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employeea class action lawsuit ("Action") against _____ [abbreviate name; "XYZ" is used herein as a placeholder]Surge Labs, Inc. and Edwin Chen (collectively "Surge") for alleged wage and hour violations. The Action was filed by a [former] XYZ employee _____ Surge independent contractor, Dominique DonJuan Cavalier II ("Plaintiff") and seeks payment of (1) back wages [and other relief] for a class of [e.g., hourly] employees ("Class Members")all current and former individuals classified as independent contractors, who worked for XYZ as Data Annotators or in similar positions, and resided in the State of California during the Class Period _____ to _____;(May 20, 2021 through Preliminary Approval) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employeescurrent and former individuals classified as independent contractors, who worked for XYZas Data Annotators or in similar positions, and resided in the State of California during the PAGA Period (_____ to _____May 20, 2024 through Preliminary Approval) ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring XYZSurge to fund individual class payments, and (2) a PAGA settlement requiring XYZSurge to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on XYZ'sSurge's records, and the parties' current assumptions, **your individual class payment is estimated to be $_____ (less withholding) and your individual PAGA payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to XYZ'sSurge's records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ'sSurge's records showing that **you worked __ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV4 of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires XYZSurge to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZSurge.

If you worked for ~~XYZ~~Surge during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Surge.

~~Period wage claims against XYZ.~~

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against ~~XYZ~~Surge, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

**~~XYZ~~Surge will not retaliate against you for any actions you take with respect to the proposed settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| | |
|---|---|
| **You Don't Have to Do Anything to Participate in the Settlement** | If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against ~~XYZ~~Surge that are covered by this settlement ("Released Claims"). |
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement**<br><br>**The Opt-out Deadline is _____** | If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section ~~VI~~4 of this notice.<br><br>You cannot opt-out of the PAGA portion of the proposed settlement. ~~XYZ~~Surge must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). |
| **Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement**<br><br>**Written Objections Must be Submitted by**<br>_____ | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section ~~VII~~7 of this notice. |

| | |
|---|---|
| **You Can Participate in the _____ Final Approval Hearing** | The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section ~~VIII~~8 of this notice. |
| **You Can Challenge the Calculation of Your Workweeks/Pay Periods**<br><br>**Written Challenges Must be Submitted by**<br>_____ | The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to ~~XYZ's~~Surge's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section ~~IV~~4 of this notice. |

## ~~I.~~1. WHAT IS THE ACTION ABOUT?

Plaintiff is a ~~[~~former~~]~~ ~~XYZ employee.~~ Surge independent contractor. The Action accuses ~~XYZ~~Surge of violating California labor laws by failing to pay ~~[e.g., overtime wages,~~ minimum ~~wages, wages due upon termination~~ and ~~reimbursable expenses] and~~ liquidated damages; failing to provide ~~[e.g.,~~ meal periods~~,~~ or meal premium wages; failing to authorize and permit rest ~~breaks~~periods; failing to timely pay wages; failing to pay wages upon separation; failing to keep requisite payroll records; failing to provide timely and accurate ~~itemized~~ wage statements~~].~~; failing to indemnify employees for business expenditures. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action: Glenn A. Danas and Maxim Gorbunov of Clarkson Law Firm P.C. ("Class Counsel.").
~~Plaintiff is represented by attorneys in the Action: _____.~~

~~XYZ~~
Surge strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## ~~II.~~2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ~~XYZ~~Surge or Plaintiff is correct on the merits. ~~In the meantime,~~ Plaintiff and ~~XYZ~~Surge hired ~~[~~an experienced, neutral mediator~~/a retired judge/_____]~~ in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and ~~XYZ~~Surge have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ~~Surge does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) ~~XYZ~~Surge has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is

in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

## ~~III.~~3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~XYZ Will Pay $~~_____Surge has agreed to pay $6,450,000 as the Gross Settlement Amount ("Gross Settlement"). ~~XYZ~~Surge has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, ~~XYZ~~Surge will fund the Gross Settlement not more than ~~[14]~~30 days after the ~~judgment~~Court entered ~~by~~its Order granting preliminary approval of the ~~Court becomes final~~settlement. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

   A. Up to $~~_____ [_____ %~~2,150,000 (one-third of the Gross Settlement~~]~~) to Class Counsel for attorneys' fees and up to $~~_____~~25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $~~_____~~15,000 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment and any individual PAGA payment.

   C. Up to $~~_____~~20,000 to the Administrator for services administering the settlement.

   D. Up to $~~_____~~250,000 for PAGA penalties, allocated ~~[75%/~~65~~%]~~% to the LWDA and ~~[25%/~~35~~%]~~% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

   Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

~~4.~~ Taxes Owed on Payments to Class Members. Plaintiff and ~~XYZ~~Surge are asking the Court to approve an allocation of ~~_____~~20 % of each individual class payment to taxable wages ("Wage Portion") and ~~___~~80 % to ~~[e.g.,~~ interest~~, etc.]~~ and penalties, ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZ~~Surge will separately pay employer

payroll taxes it owes on the Wage Portion.)]. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

4. Although, Plaintiff and ~~XYZ~~Surge have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

~~5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies [will be deposited with the California Controller's Unclaimed Property Fund in your name] [will irrevocably be lost to you because they will be paid to a non-profit organization or foundation].~~

~~[If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.]~~

~~6.~~5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the _____ response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZ~~Surge.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against ~~XYZ~~Surge based on the PAGA Period facts alleged in the Action.

~~7.~~6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and ~~XYZ~~Surge have agreed that, in either case, the settlement will be void, ~~XYZ~~Surge will not pay any money, and Class Members will not release any claims against ~~XYZ~~Surge.

~~8.~~ Administrator. The Court has appointed a neutral company,
7. Simpluris, Inc., (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section ~~IX~~9 of this notice.

~~9.~~8. Participating Class Members' Release. After the Judgment is final and ~~XYZ~~Surge has fully funded the Gross Settlement ~~[(~~and separately paid all employer payroll taxes~~)],~~ Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against ~~XYZ~~Surge or related entities for wages based on the Class Period facts and PAGA ~~penalties~~Penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

The Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from ~~(i)~~ all claims that were alleged, or reasonably could have been alleged, based on the facts ~~and allegations~~stated in the Operative Complaint ~~that are alleged to have occurred during~~ and ascertained in the ~~Class Period [~~course of the Action including~~, e.g., "(~~ Labor Code sections 201, 202, 203, 204, 226(a~~) any~~), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802, and ~~all claims involving any alleged failure to pay minimum wage; etc.].~~Business and Professions Code section 17200, et seq.. Except as set forth in Section ~~5.~~3.10 of ~~the Settlement Agreement~~this Notice, Participating Class Members do not release any other claims~~, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period.~~[vii].

~~10.~~9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and ~~XYZ~~Surge has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against ~~XYZ~~Surge, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against ~~XYZ~~Surge or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees' Release is as follows:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice ~~[including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~[viii]and ascertained in the course of the Action including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1194, 1194.2, 1197, 1997.1, 1198, 2802.

## ~~IV.~~4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by

(a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing $$_____ by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in XYZ's Surge's records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX 9 of this notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZ's Surge's calculation of Workweeks based on XYZ's Surge's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's Surge's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## V.5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check payment to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The will be made through PayPal using the account information that Surge has on file for each individual. A single check will payment may combine the individual class payment and the individual PAGA payment (, if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check Payment to every Aggrieved Employee who opts out of the class settlement.

2. Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information made through PayPal using the account information that Surge has on file for each individual.

3. If your PayPal information has changed. **Surge will use the same PayPal information it has on file. If your PayPal information has changed or your account is no longer active, it is important that you contact the Administrator using the contact information found in Section 9 of this Notice as soon as possible**, so that Administrator can update your PayPal information or issue a physical check. If the PayPal payment get rejected or does not complete in anyway, the Administrator will run an address trace and send a check to the most current address the Administrator is able to find.

4. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

## ~~VI.~~6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ~~———~~ *Cavalier v. Surge Labs, Inc., et al, San Francisco Superior Court, Case No. CGC-25-625502*, and include your identifying information (full name, address, telephone number, approximate dates of employment and ~~social security number~~email address for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by ___, or it will be invalid.** Section ~~IX~~9 of the notice has the Administrator's contact information.

## ~~VII.~~7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and ~~XYZ~~Surge are asking the Court to approve. At least ~~_____~~16 days before the _____ ~~final approval hearing~~Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section ~~IX~~9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website (url)_____ or the Court's website ~~_____by~~ going to https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=CDA044FB1C2C5F6AD548C03F1799BA9269D725B7 and typing in the case number CGC-25-625502**.**

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action _____and include your name, current address, telephone number and approximate dates ~~of employment~~you worked for ~~[XYZ]~~Surge and sign the objection. Section ~~IX~~9 of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section ~~VIII~~8 of this notice (immediately below) for specifics regarding the final approval hearing.

## ~~VIII.~~8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the ~~final approval hearing~~Final Approval Hearing on __at _____in Department ~~[_____]~~304 of the Superior Court of ~~Los Angeles~~San Francisco County, located at ~~312 North Spring Street, Los Angeles~~400 McAllister St., San Francisco, CA ~~90012~~94102. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ~~LACourtConnect (https://www.lacourt.org/lacc/).~~Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

## ~~IX.~~9. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything ~~XYZ~~Surge and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to ~~_____~~the Court's website at ~~_____~~. https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=CDA044FB1C2C5F6AD548C03F1799BA9269D725B7 and typing in the case number CGC-25-625502. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

~~information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) **[confirm]** and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.~~

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

~~Name of Attorney:~~ _____
~~Email Address:~~ _____
~~Name of Firm:~~ _____
~~Mailing Address:~~ _____
~~Telephone:~~ _____

CLARKSON LAW FIRM, P.C.
Glenn A. Danas
gdanas@clarksonlawfirm.com
Maxim Gorbunov
mgorbunov@clarksonlawfirm.com
Janet J. Hur
jhur@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Fax: (213) 788-4070

Settlement Administrator:
Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

## ~~X.~~10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, ~~[~~you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds~~] [you will have no way to recover the money].~~

## ~~XI.~~11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

~~[1] For PAGA settlements involving PAGA notice letters sent to the LWDA after June 19, 2024, ensure that Plaintiff complies with the new PAGA requirements established by S.B. 92 and A.B. 2288. The PAGA penalty allocation in the~~

Settlement Agreement should be revised to reflect the updated structure detailed in Lab. Code, § 2699(m) – 65% of the amount to the LWDA, 35% to Aggrieved Employees.

[ii] The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

[iii] The Parties are free to negotiate a payment plan structure if appropriate. In the motion for preliminary approval, counsel should submit evidence (e.g., declaration from a representative of Defendant) explaining the financial necessity for a payment plan.

[iv] Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code section 226, subdivision (a) claim).

[v] Insert any negotiated terms addressing the possibility that XYZ's estimates of Class size, Workweeks, or PAGA Pay Periods turn out to be understated or concerning an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or PAGA Pay Periods exceed XYZ's estimates. Counsel must finalize the end dates of the Class and PAGA Periods before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences.

[vi] The Parties can negotiate and propose a broader individual release for Plaintiff's claims.

[vii] Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

[viii] Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

# EXHIBIT 3

simpluris

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

| | | | |
|---|---|---|---|
| Estimate Number: | 20260729-PJI-03 | Prepared By: | Patrick J. Ivie |
| Estimate Date: | 8/12/2026 | Telephone Number (mobile): | 310.995.6455 |
| Estimate Expiration Date: | 11/10/2026 | Email: | pivie@simpluris.com |

| Primary Contact | | Additional Contact | |
|---|---|---|---|
| Name: | **Antonia Smith** | Attorney: | **Maksim Gorbunov, Esq.** |
| Firm: | Clarkson Law Firm, P.C. | Firm: | Clarkson Law Firm, P.C. |
| Email: | asmith@clarksonlawfirm.com | Email: | mgorbunov@clarksonlawfirm.com |

**Case Name:** ***Cavalier v. Surge Labs, Inc., et al.***
***Class and PAGA Settlement***

## Assumptions

**In addition to the assumptions enumerated below, this estimate assumes that**
(1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate; (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

| | | | |
|---|---|---|---|
| Anticipated Class Size: | 7,588 | Undeliverable Rate: | 8% |
| Anticipated Mail Addresses (0%): | 0 | Mail Skip Trace Success Rate: | 85% |
| Anticipated Email Addresses (100%): | 7,588 | Email Skip Trace Success Rate: | 80% |
| Claims Rate: | N/A | Call Rate: | 3% |
| Opt-out Rate: | 1% | Average Call Length: | 3 Minutes |
| Language(s) for Communication | EN | Fund Distribution: | Simpluris |
| Reminder Mailing: | N/A | Number of Distributions: | 1 |
| Unclaimed Funds: | TBD | Count of Payments via PayPal: | 7,588 |
| State(s): | CA | Tax Year(s): | 1 |
| Length of Administration: | 9 Months | Fund: | $6,450,000 |

## Case Setup

- Class website: interactive website hosting case documents, and allow class members to go online to provide TINs, etc.
- The parties only have email addresses and PayPal payment information for the class members - physical addresses and social security numbers are unavailable.
- Data compilation: develop case-specific response tracking

| Category | Unit Value | # of Units | Total |
|---|---|---|---|
| Project Manager - Case Setup | $135.00 | 4 | $540.00 |
| Interactive Class Website | $1,750.00 | 1 | $1,750.00 |
| Website Hosting and Security Monitoring and Tracking | $90.00 | 9 Months | $810.00 |
| Dedicated Email Inbox Set up | $75.00 | 1 | $75.00 |
| Database Manager - Initial Data Analysis | $165.00 | 4 | $660.00 |
| | | **Total:** | **$3,835.00** |

## Notice and Communications

- Email notice to all class members with mailed notice for undeliverable emails (hard bouncebacks)
- Assuming 15-page class Notice, sent by First Class US Mail, in English

| Category | Unit Value | # of Units | Total |
|---|---|---|---|
| **Emailed Notice:** | | | |
| Establish Email Campaign | $350.00 | 1 | $350.00 |
| Email Notice | $0.02 | 7,588 | $151.76 |
| Undeliverable Processing and Skip Trace | $0.35 | 608 | $212.80 |
| Re-email Notice (assuming 80% skip trace success) | $0.04 | 487 | $19.48 |
| IT Associate | $110.00 | 3 | $330.00 |
| IT Manager | $175.00 | 2 | $350.00 |
| **Mailed Notice:** | | | |
| NCOA/CASS/LACS | $0.14 | 121 | $16.94 |
| Notice Packet - assuming 15 images | $4.50 | 121 | $544.50 |
| Postage | $0.76 | 121 | $91.96 |
| Undeliverable Processing and Skip Trace | $0.35 | 10 | $3.50 |
| Remail Notice (assuming 85% skip trace success) | $5.50 | 9 | $46.75 |
| Remail Postage | $0.76 | 9 | $6.46 |
| Mailing Supervisor | $55.00 | 1 | $55.00 |
| | | **Total:** | **$2,179.15** |



Confidential and Proprietary

## Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 3-minute calls

| Category | Unit Value | # of Units | Total |
|---|---|---|---|
| Call Center Set Up | $350.00 | 1 | $350.00 |
| Toll Free Monthly Maintenance | $95.00 | 9 Months | $855.00 |
| IVR (includes toll-free number charges) | $15.00 | 12 | $180.00 |
| | | **Total:** | **$1,385.00** |

## Administration

- Process incoming class and counsel communications, opt-outs, disputes, and objections/exclusions

| Category | Unit Value | # of Units | Total |
|---|---|---|---|
| Database Manager | $165.00 | 4 | $660.00 |
| Project Manager | $135.00 | 5 | $675.00 |
| Dispute Processing | $1.75 | 379 | $663.95 |
| Opt-out Processing | $1.75 | 76 | $133.00 |
| Reporting to Counsel (hours) | $100.00 | 8 | $800.00 |
| | | **Total:** | **$2,931.95** |

## Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Automatic PayPal payments to all class members with mailed check for undeliverable PayPal payments
- Tax forms W-2 and/or 1099 should be issued with each payment
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

| Category | Unit Value | # of Units | Total |
|---|---|---|---|
| Disbursement Data Preparation | $125.00 | 4 | $500.00 |
| Disbursement Manager - Data Validation | $90.00 | 5 | $450.00 |
| Setup Banking Account/QSF | $675.00 | 1 | $675.00 |
| QSF Monthly Reconciliation and Maintenance | $125.00 | 9 | $1,125.00 |
| Automatic PayPal Payments | $0.35 | 7,588 | $2,655.80 |
| Email Tax Documents | $0.02 | 7,588 | $151.76 |
| Skip Trace Search Undeliverable PayPal Payments | $0.12 | 31 | $3.72 |
| Check payments to digital failures | $0.60 | 31 | $18.60 |
| Check postage | $0.76 | 31 | $23.56 |
| QSF Reporting and Final Declaration | $500.00 | 1 | $500.00 |
| QSF Annual Tax Reporting and Reconciliation | $850.00 | 1 | $850.00 |
| Distribution Manager | $90.00 | 4 | $360.00 |
| | | **Total:** | **$7,313.44** |

## Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

| Category | Unit Value | # of Units | Total |
|---|---|---|---|
| Data Manager-Final Reporting | $165.00 | 3 | $495.00 |
| Clerical-Clean Up Any Misc. | $45.00 | 4 | $180.00 |
| Project Manager-Wrap-up Final Issues | $135.00 | 3 | $405.00 |
| | | **Total:** | **$1,080.00** |

| | |
|---|---|
| **Total Estimated Cost of Administration:** | **$18,725** |
| **Less Client Courtesy Discount:** | **-$3,000** |
| **Discounted Total:** | **$15,725** |



Confidential and Proprietary

# Terms and Conditions

All settlement administration, notice, claims processing, and other services ("Services") provided by Simpluris, Inc. or any of its Affiliates ("Simpluris") for Client are provided subject and pursuant to the following terms and conditions, which govern Simpluris' provision of Services (the "Terms"):

1. **Services**: Simpluris agrees to provide Client those Services set forth in the proposal provided by Simpluris and accepted by Client or a Client Party, and to which these Terms are attached (the "Proposal"), and any additional Services Simpluris performs at a Client Party's request or instruction during Client's engagement of Simpluris' Services. Simpluris' Services do not include, and shall not be construed or interpreted as, legal advice. Simpluris may use vendors, contractors, and third-party technologies ordinarily used by Simpluris in its operations to enable, facilitate, or support its performance of Services without additional consent or permission from Client. As consideration for such Services, Client agrees to pay, or cause to be paid, to Simpluris the fees for Services performed, as outlined in the Proposal, and which may be updated by Simpluris to reflect fees incurred for Services performed. Due to the nature of the Services, the parties acknowledge that Client may often delegate Client's representatives (including its attorneys), employees, agents, and/or professionals (the "Client Parties", or each a "Client Party") to engage Simpluris, or provide direction to Simpluris on its behalf with respect to the Services, including by accepting a Proposal or procuring Services on Client's behalf. Client agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, consent, advice, or other information provided by the Client Parties to the same extent as if provided by Client.
2. **Fee Estimates Not Binding; Client's Assurances**: Client acknowledges that it is difficult to determine all necessary work and costs or expenses required for the administration or settlement of particular matters, and that while Simpluris endeavors to provide estimates and budgets of fees associated with its Services in a Proposal, such fees set forth in a Proposal represent an estimate of the Simpluris' Service fees based on the scope of Services and assumptions contemplated and agreed to by the parties at the time of Client's engagement of Simpluris' Services, but that such amounts are not intended to be binding, are subject to unforeseen or variable circumstances (including Client's further needs and instructions during the term of engagement), and are by their nature are inexact. As such, Client acknowledges and agrees that the actual fees charged by Simpluris for its Services may be greater or less than such estimate based on Services performed, and that Client will be responsible for the payment of all such fees charged by Simpluris for its Services. For clarity, Client agrees that, to the extent Client instructs or requires Simpluris to perform Services beyond those identified in the Proposal accepted by Client as of the commencement of the Services (including re-performance or alternate performance of certain tasks, or additional performance of tasks to comply with Client or Client Parties' requests or instructions), Client shall be responsible for any additional fees and expenses incurred for Simpluris' Services in connection therewith. In addition, Client agrees that (a) it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement, or similar document governing the matter for which Simpluris' Services are engaged to provide for the payment of Simpluris' fees and expenses hereunder, and (b) no agreement to which Simpluris is not a party shall reduce or limit Client's obligations to make the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.
3. **Billing and Payment**: Depending on the arrangement agreed to between the parties or approved by a court, Simpluris may deduct its fees from the Qualified Settlement Fund ("QSF") associated with the matter for which Services are performed, or invoice Client (or a Client Party) on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Fees invoiced shall be paid within thirty (30) days the date of receipt. Fees unpaid thereafter are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis, and Client shall remain liable to Simpluris for all fees due to Simpluris for Services performed, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.
4. **Use of Technology; Rights of Ownership**: In provision or performance of the Services, Simpluris may use certain proprietary or third party licensed software, applications, tools, programs, websites, equipment, and other technologies or other materials, including those that may be developed by Simpluris or its contractors/subcontractors prior to or during the course of the performance of Services (together, "Simpluris Technologies") to enable its operations and facilitate provision of Services, and may provide or furnish to Client or its end users such Simpluris Technologies in connection with Services provided. Client understands and agrees that, as between the parties, the Simpluris Technologies, and all data, learnings, or output derived therefrom, are the sole property of Simpluris, and may be used at its sole discretion. By engaging or accepting Simpluris' Services, Client agrees not to copy, or permit others to copy, the source code from any Simpluris Technologies or any other programs, content, or materials furnished to Client or its users, and Client consents to Simpluris' use of Simpluris Technologies, which may utilize artificial intelligence tools or programs. Fees paid by Client do not vest in Client any rights in such Simpluris property; it being understood that such property, including any Simpluris Technologies or other materials provided or used, are licensed, and are only made available to Client (or its users) in connection with the Services, subject to these Terms. Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the Simpluris Technologies, programs, system data, or materials provided or used by Simpluris in the performance of the Services. As used in these Terms, the term "programs" shall include, without limitation, data processing programs, specifications, applications, routines, and any related documentation or background technology; and the term "Affiliates" shall mean a legal entity that owns, is owned by, or is under common ownership with Simpluris, Inc., where "ownership" means, direct or indirect control of more than a fifty percent (50%) interest in the voting securities of an entity.
5. **Bank Accounts**: Where applicable or reasonably necessary to perform Services for an engagement, Simpluris will establish a QSF, demand deposit checking account, or other distribution account for funds received related to a settlement distribution or the engagement with a suitable financial institution that support such accounts, unless directed otherwise in writing by a Client Party or the settlement agreement or legal document governing administration of the applicable matter stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with its deposit or maintenance of such settlement funds in accounts supported by these institutions, and such amounts may be retained by Simpluris as a financial benefit and to offset administration costs, including FDIC deposit insurance recordkeeping. The funds and amounts held pursuant to these Terms are at the sole risk of Client, and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution, including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.
6. **Confidentiality**: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services, including any Client Materials. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law or the applicable court order. Client will then have the option to provide Simpluris with qualified legal representation at Client's sole expense and to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation or these Terms.
7. **Retention of Documents & Data**: Unless otherwise required by a court order or agreed between the parties in writing, (a) all returned/undeliverable physical documents will be securely shredded or destroyed after the data has been confirmed uploaded to Simpluris' systems or equipment; and (b) Simpluris will adhere to its data deletion policies and will, following conclusion of the Services, destroy all remaining project or engagement-related information from its systems 3 years after the conclusion of the project for which Client engaged Simpluris' Services, which shall typically mean 3 years after the applicable final check cashing deadline. Simpluris will retain bank and tax documents for such period as it determines is required to maintain compliance with various federal and state law requirements. Storage or retention of data beyond 3 years is available upon request, provided that Client understands and agrees fees associated with such storage will be billed as incurred and Client shall be responsible for such additional fees.
8. **Client Materials; Database Administration**: To the extent Client or Client Parties provide Simpluris with any data, information, or materials related to Client or the matter for which Client has engaged Simpluris' Services, including those that pertain to individuals subject to the matter or Services, such as, but not limited to, contact information or other personal identifiable information of eligible claimants, prospective class members, or other related parties

(together, "Client Materials") to facilitate provision of the Services, Client shall be solely responsible for the Client Materials it provides, and represents and warrants that (a) it has, and will maintain for the duration of the Services, all rights, consents, permissions, and/or licenses necessary to collect, and to provide and transmit to Simpluris, any such Client Materials in connection with the Services and to enable Simpluris to use such Client Materials as contemplated in the Proposal and these Terms (including any consents necessary for transmitting or recording calls on its behalf); (b) Simpluris' use of such Client Materials for performance of Services as agreed between the parties, pursuant to these Terms, or otherwise pursuant to Client's or Client Parties' instructions or specifications, will not violate any applicable laws, regulations, or any intellectual property or other proprietary right of a third party; and (c) Client will indemnify Simpluris from and against third party claims that arise from Client or a Client Party's violation of this Section 8 or Simpluris' use of the Client Materials solely as authorized or instructed by a Client Party or contemplated hereunder. If Client engages Simpluris to operate calls, recordings, or email or SMS text message campaigns as a part of the Services for or on behalf of Client, Client (i) agrees that it will provide Simpluris with instructions or transcripts necessary to operate such services on its behalf, or hereby authorizes Simpluris to operate such services in accordance with its ordinary business practices, including by using its standard or automated templates, transcripts or recordings, if no such materials are provided by a Client Party, provided that the communications shall reflect the appropriate facts of the matters and be made in accordance with applicable law; and (ii) represents and warrants that it has obtained, for all individuals whose contact information Client provides to Simpluris for performance of Services, the necessary consents, licenses, or permissions for Simpluris and its authorized subcontractors to contact such individuals. Simpluris agrees that it will handle Client Materials received from Client with reasonable care and in compliance with applicable law, and that ownership rights in or to the Client Materials provided shall remain with Client, as between the parties. In addition, Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications, and calculate, mail/email, or otherwise process settlement payments. Client understands that such data must be provided in a complete, consistent, standardized electronic format, unless otherwise agreed between the parties. Simpluris' standardized format is Microsoft Excel, but Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis based on Simpluris' standard rates.

9. **Disclaimer of Warranties; Limitation of Liability**: SIMPLURIS REPRESENTS AND WARRANTS THAT IT WILL PERFORM THE SERVICES DILIGENTLY, WITH COMPETENCE AND REASONABLE CARE. IN NO EVENT WILL SIMPLURIS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, COSTS, PENALTIES, FINES, JUDGMENTS, TAX ACTIVITIES, LOST PROFITS OR BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTIONS OR DELAY, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES RELATING TO THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER CLIENT'S CLAIM IS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIMPLURIS' CUMULATIVE LIABILITY FOR DAMAGES TO CLIENT (OR A CLIENT PARTY) IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES WILL BE LIMITED TO THE TOTAL FEES CHARGED OR CHARGEABLE FOR THE PARTICULAR PORTION OF THE SERVICES AFFECTED BY SIMPLURIS' ACT, OMISSION, OR ERROR IN PERFORMANCE. TO THE EXTENT CLIENT ELECTS TO USE ANY SERVICES THAT UTILIZE MACHINE LEARNING OR ARTIFICIALLY INTELLIGENCE BASED TECHNOLOGIES ("AI OFFERINGS"), CLIENT ACKNOWLEDGES THAT, DUE TO THE NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, (A) OUTPUT GENERATED OR DERIVED THEREFROM MAY NOT BE UNIQUE AND THE AI OFFERINGS MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR CLIENT OR A THIRD PARTY; AND (B) THE AI OFFERINGS MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY, AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF CLIENT MATERIALS INPUTTED AND CLIENT OR ITS USERS' USE OF THE AI OFFERINGS (INCLUDING COMPLIANCE WITH THESE TERMS AND APPLICABLE LAWS), AND, NOTWITHSTANDING ANYTHING ELSE HEREIN, SIMPLURIS WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CLIENT OR ANOTHER PARTY FOR OR IN CONNECTION WITH ANY CLIENT MATERIALS OR OUTPUT, INCLUDING ANY LOSS, LIABILITY, OR DAMAGES RELATING TO OR ARISING THEREFROM. CLIENT IS SOLELY RESPONSIBLE FOR EVALUATING THE CONTENT, NATURE, TONE AND ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR ITS APPLICABLE USE CASES. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
10. **Force Majeure**: To the extent Simpluris' ability to perform its obligations hereunder is prevented, interrupted, or delayed by reasons or events beyond Simpluris' reasonable control, including by flood, fire, earthquake, war, terrorism, riot or civil unrest, pandemic or epidemic, national or regional emergency, labor strike or shortage, industrial disturbances, act of government or other public authority (including passage of law or regulation, or imposition an export or import restriction or quota, or other prohibition), complete or partial government shutdown, disturbances to telecommunications or power systems, or other act of god (together, "Force Majeure Event"), then Simpluris' delay or lack of performance shall be excused, and these Terms, at Simpluris' option, be deemed suspended during the duration of the Force Majeure Event and for a reasonable time thereafter.
11. **Indemnification**: Client will indemnify and hold harmless Simpluris and its respective officers, directors, employees, and agents from and against any losses, damages, costs, and expenses incurred or suffered by Simpluris arising out of any claim, action, or proceeding by a third party, including governmental agencies, arising in connection with, or related to (a) any breach of these Terms by Client; or (b) the processing and handling of any payment or funds by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check, or the wrongful dishonor of a check, by Simpluris pursuant to Client's instructions.
12. **Termination; Survival**: Client may terminate the Services with thirty (30) days prior written notice to Simpluris, and Simpluris may terminate these Terms (a) for any reason upon no less than sixty (60) days prior written notice to the Client, or (b) upon fifteen (15) days' prior written notice if the Client is not current in payment of fees. Termination of Services or these Terms by either party shall in no event relieve Client of its obligation make any payment for fees due and payable to Simpluris for Services rendered up to the effective date of termination. The following sections of these Terms will survive any expiration or termination of these Terms: 3, 4, 5, 7, 8, 9, 11, 12, 14, 15, and 16.
13. **Electronic Communications**: During the term of the engagement, the parties may wish to communicate electronically with each other at a business email address. However, the parties acknowledge that the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for commonly known viruses and to check the integrity of data before sending information to the other electronically, and to use, to the extent commercially feasible, industry standard technologies and mechanisms to safeguard the transmission of any sensitive or confidential information. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
14. **Notices**: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight delivery services or courier, to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notices shall be addressed to an officer, principal/partner, or legal representative of Client and Simpluris, as applicable.
15. **Waiver; Severability**: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege. If any term, condition, or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.
16. **Entire Agreement**: These Terms and the Proposal to which these Terms are attached embody the entire agreement between the parties with respect to the Services and subject matter hereof, and shall supersede all contemporaneous or prior negotiations, representations, terms, proposals, orders, and/or agreements related thereto, in any format, except to the extent expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

# EXHIBIT 4

# Clarkson

## Firm Resume 2026

Malibu, CA

San Francisco, CA

San Diego, CA

Santa Barbara, CA

Washington, DC

Chicago, IL

Detroit, MI

New York, NY

clarkson

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*We imagine a fair future for all people.*




*Ranked in Chambers USA Guide*
Litigation: Mainly Plaintiffs
California, Band 3

# We curate, cultivate, and champion cases to win justice for real people.

Clarkson is a public interest law firm. We focus on class and mass actions that help create a fairer, equitable, and sustainable society for everyone.




# Firm History and Background

Clarkson is a public interest law firm founded in 2014, headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success are fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements—from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions—our track record speaks for itself.

Justice means more to us than just recovering monetary damages. The people we represent are an essential part of establishing precedents and policies that help protect countless others. Their participation makes society safer and fairer for everyone.

# Making the future fair together.

Our work is about something bigger than winning rightful compensation. Each area of our practice is an opportunity to empower people. We see public interest cases as essential tools of democracy, offering representation and participation to people who would not otherwise have the ability and resources to tackle these issues on their own. Our partnerships with everyday citizens serve as a healthy check on power and drive meaningful change that makes society safer, freer, and fairer for all.

Artificial Intelligence • Appeals & Writs • Sexual Assault • Fertility Negligence • Employment • Mass Arbitration • Whistleblowers • Data Privacy & Misuse • False Advertising • Mass Torts • Antitrust • Environmental Sustainability



# Judicial Praise

# for Clarkson Law Firm, P.C.

“
”

I just wanted to say that both counsel [Glenn Danas for Plaintiff/Appellant, and Alan Schoenfeld of WilmerHale for Chase] did an exceptional job, and whatever they're paying you isn't enough.

*Judge J. Clifford Wallace*

During oral argument in *McShannock v. JP Morgan Chase Bank NA* (9th Cir. May 13, 2020)

“
”

It is clear to the Court that the Clarkson lawyers [Yana Hart and Ryan Clarkson] are experienced, knowledgeable, and competent; that they will zealously advocate on behalf of the class; and that they will dedicate substantial time and resources to litigating this action.

*Honorable Michael W. Fitzgerald, United States District Judge*

*In Gunaratna v. Dennis Gross Cosmetology LLC* (C.D. Cal, April 4, 2023)

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”

This is the point at which I usually submit the matter. I feel instead I should applaud. I've been looking forward to this argument all week, because it's a difficult area for me, and an interesting one. Now, I'm not a big fan of difficult, I'm addicted to interesting, and your [Brent Robinson for Plaintiff/Appellant and Fermin Llaguno of Littler Mendelson P.C. for In-n-Out Burgers] performance today lived up to my expectations. I wish your clients were here to see how well you represented them today.

*Hon. William W. Bedsworth (now Ret.)*

At the close of oral argument in *Piplack v. In-n-Out Burgers* (2023) 88 Cal.App.5th 1281



# Case Profiles

We have an active civil trial practice and track record of success, having won numerous contested class certification motions and appointments as class counsel, leading to significant class settlements, including the following: data breach and privacy actions, false and deceptive advertising class actions, and others.

The firm handles antitrust cases, class actions, and complex litigation in federal and state courts throughout the United States. Notable past and ongoing data privacy and breach cases include:

*In Re: PowerSchool Holdings, Inc. and PowerSchool Group, LLC Customer Security Breach Litigation*

No 3:25-md-03149-BEN-MSB (S.D. Cal., June. 17, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated litigation involving massive data breach that affected over 50 million students and 10 million teachers. Out of the dozens of firms who applied for leadership, Clarkson was selected as one of the six firms chosen for the PSC.

*In re Laboratory Services Cooperative Data Breach Litigation*

No 2:25-cv-00685-BJR (W.D. Wash., June 6, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated medical data breach case.

*Jines v. California Cryobank, LLC*

No 2:25-cv-02611-MWC-KES (C.D. Cal., April 28, 2025)

Clarkson appointed as Interim Co-Lead Counsel in consolidated data breach class action against reproductive medical clinic.

*G.E. v. STIIIZY, Inc.,*

No 2:25-cv-00490-GW-SSC (C.D. Cal., April 14, 2025)

Clarkson appointed as Interim Co-Lead Counsel in data breach affecting hundreds of thousands of customers.

*Rouillard v. SAG-AFTRA Health Plan*

No 2:24-cv-10503-MEMFJPR (C.D. Cal., Dec. 5, 2024)

Clarkson appointed Interim Co-Lead Counsel in data breach class action involving loss of personal information and confidential health information. The case seeks to remedy the profound loss of privacy that occurred due to the breach of this extremely sensitive information.

*Saeedy, et al., v. Microsoft Corporation*

(County of King, WA 2024)

Clarkson and its co-counsel prevailed on a motion to compel arbitration in a case involving surreptitious tracking of millions of users' internet browsing activity.

*Faulkner v. MoneyGram Payment Systems, Inc.,*

No. 3:24-cv-02557-X (N.D. Tex., Oct. 10, 2024)

Clarkson appointed to the Plaintiffs' Executive Committee in a consolidated action involving disclosure of sensitive information.

*In re Dropbox Sign Data Breach Litigation,*

No. 4:24-cv-02637-JSW (N.D. Cal., May 2,2024)

Clarkson appointed Interim Co-Lead Counsel in a data breach case involving disclosure of sensitive and private information.

*Heath, et al. v. Keenan & Associates*

No. 24STCV03018 (Super. Ct. L.A. County, Feb. 2, 2024)

Clarkson appointed as Class Counsel; obtained $14 million settlement for individuals affected by data breach in class action involving exposure of sensitive financial and medical records.

### *B.K., et al. v. Eisenhower Medical Center*

No 5:23-cv-02092-JDB (C.D. Cal., Oct. 12, 2023)

Clarkson appointed as Interim Co-Lead Counsel in a case involving the unauthorized transmission of confidential health information using online tracking technologies; final approval granted on October 20, 2025.

### *C.M., et al. v. MarinHealth Medical Group, Inc.*

No 3:23-cv-04179-WHO (N.D. Cal., Aug. 16, 2023)

Clarkson successfully overcame a motion to dismiss on nearly all counts—with only one claim dismissed—in a case involving the misuse and unauthorized disclosure of confidential medical information. Clarkson's litigation efforts resulted in a class-wide settlement, which was granted final approval on November 13, 2025.

### *B.K. et. al. v. Desert Care Network, et. al.*

Case No. 2:23-cv-5021 (C.D. Cal., June 23, 2023)

Clarkson filed a class action against major healthcare providers for the unauthorized disclosure of personally identifiable and protected health information to third parties, including to social media platforms like Facebook. The case seeks to hold medical institutions accountable for violating patient privacy and federal data protection laws. Clarkson's zealous advocacy resulted in the court's denial of motion to dismiss on the key claims.

### *Hall, et al. v. Los Angeles Unified School District*

Case No. 23STCV04334, (Los Angeles Co. Sup. Ct., Feb. 28, 2023)

Clarkson filed a class action against LAUSD following a widespread data breach that compromised the sensitive personal, medical, and psychological records of minor students. The case seeks justice for affected families and aims to hold the district accountable for its failure to safeguard private student data. Clarkson obtained successful orders on demurrers as to both Defendants, allowing the key claims to proceed.

### *In Re: Samsung Customer Data Security Breach Litigation*

Civil Action No. 23-md-3055 (CPO)(EAP) MDL No. 3055

Clarkson represented consumers in a nationwide class action against Samsung following a massive data breach involving millions of users' sensitive and confidential personal information. The case sought redress for privacy violations and inadequate data security measures by one of the world's largest tech companies.

### *Hasson v. Comcast Cable Communications, LLC*

2:23-cv-05039-JMY (E.D. Pa., May 15, 2023)

Clarkson was appointed to the Plaintiffs' Steering Committee in a high-profile multidistrict litigation (MDL) concerning a major data breach, following a contested leadership motion briefing. This appointment reflects the firm's recognized experience in complex data privacy cases and its continued role in shaping national litigation strategy on behalf of affected individuals. Class settlement was granted preliminary approval on January 16, 2026.

### *Baton v. Ledger SAS*

Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir., Dec. 1, 2022)

Clarkson successfully appealed a district court's erroneous dismissal of a data breach case on jurisdictional grounds. The Ninth Circuit's reversal marked an important precedent, reaffirming the rights of data breach victims to pursue justice in appropriate forums.

### *In Re: Tik Tok Inc., Consumer Privacy Litigation*

MDL No. 2948

Clarkson successfully represented over four hundred of individual clients in a high-profile class action against TikTok, addressing the unauthorized transmission of private user data—including unpublished videos and images. The case underscores the firm's commitment to fighting invasive tech practices that exploit user privacy.

The firm represents consumers in false advertising and deceptive labeling class actions in both federal and state courts. Notable past and ongoing matters involve misrepresented AI capabilities and deceptive claims across a wide range of consumer products and technologies.

### *Landsheft v. Apple, Inc.*

Case No. 5:25-cv-02668 (N.D. Cal., March 19, 2025)

Clarkson Law Firm serves as Interim Co-Lead Counsel in a nationwide class action alleging that Apple falsely advertised the artificial-intelligence capabilities of its iPhone 15 and 16 models. The complaint asserts that Apple's marketing campaign misled millions of consumers by promoting "Apple Intelligence" and an enhanced Siri as fully functional AI features when those capabilities were not yet available.

On May 5, 2026, Clarkson and Co-Lead Counsel filed a Motion for Preliminary Approval of a $250 million non-reversionary common fund settlement, which, if approved, will represent one of the largest known recoveries in a pure false advertising class action.

### *Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER (S.D.N.Y., 2024)

Clarkson served as Class Counsel in a case involving false labeling claims against a major skincare brand. The firm secured final approval of a $9.2 million settlement on behalf of a nationwide class, ensuring restitution for consumers misled by deceptive product representations.

### *Gunaratna, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 2:20-cv-02311-MWF-GJS

False, misleading, deceptive labeling and advertisement of products as containing "Collagen" when in fact the products did not contain collagen at all. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by the Hon. Michael W. Fitzgerald on April 4, 2023.

### *Prescott v. Bayer Healthcare, LLC*

Case No. 20-cv-00102-NC (N.D. Cal.)

In a class action concerning the false advertisement of products as "Mineral-based," Clarkson was appointed Class Counsel and achieved final approval of a $2.25 million nationwide settlement. The case reinforces the firm's commitment to corporate accountability in consumer marketing.

### *Hezi, et al. v. Celsius Holdings, Inc.*

Case No. 1:21-cv-09892-JHR (S.D.N.Y.)

False labeling and advertisement of products as having "No Preservatives." Final approval of $7.8 million nationwide settlement class was granted by Hon. Jennifer H. Rearden on April 5, 2023.

### *Swetz v. GSK Consumer Health*

2021 U.S. Dist. LEXIS 227208 (S.D.N.Y., Nov. 22, 2021)

Clarkson represented consumers in a false labeling action over products promoted as "100% Natural" and "Clinically proven to curb cravings." Acting as Class Counsel, the firm secured a $6.5 million nationwide settlement approved by the court, addressing misleading health claims in advertising.

*Thomas v. Nestle USA, Inc.*

Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291

Unlawful and deceptive packaging of box candy. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Daniel J. Buckley on April 29, 2020. Final approval of $3.7 million nationwide class settlement granted by Hon. Daniel J. Buckley on January 14, 2022.

*Escobar v. Just Born, Inc.*

Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.)

Unlawful and deceptive packaging of movie theater box candy; class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Terry J. Hatter, Jr. on June 19, 2019.

*Skinner v. Ken's Foods, Inc.*

Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019)

Unlawful and deceptive packaging of salad dressing labels; $403,364 in attorneys' fees and expenses awarded to Clarkson Law Firm because lawsuit deemed catalyst for Ken's label changes.

*Iglesias v. Ferrara Candy Co.*

Case No. 3:17-cv-00849-VC (N.D. Cal.)

Obtained $2.5 million nationwide class settlement in class action litigation over unlawful and deceptive packaging of movie theater box candy products. Clarkson Law Firm was appointed Class Counsel and final approval granted by the Hon. Vince Chhabria on October 31, 2018.

*Tsuchiyama v. Taste of Nature*

Los Angeles Superior Court, Case No. BC651252

Unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018.

*Amiri, et al. v. My Pillow, Inc.*

San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018)

United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved granted and Clarkson Law Firm appointed Class Counsel on February 26, 2018.

*Garcia v. Iovate et al.*

Santa Barbara Superior Court, Case No. 1402915.

Secured over $10 million settlement in false labeling and advertising class action litigation of the popular "Hydroxycut" weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold.

*Morales, et al. v. Kraft Foods Group, Inc.*

2015 U.S. Dist. LEXIS 177918 (C.D. Cal., June 23, 2015)

California class action against the world's second largest food and beverage company for falsely advertising and mislabeling "natural" cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson Law Firm as Class Counsel granted on June 23, 2015.

The firm also handles select high-impact cases outside its core practice areas, often taking on complex litigation that sets important precedents. Other notable matters include:

*Relevant Grp., LLC v. Nourmand*

116 F.4th 917 (9th Cir. 2024)

Published affirmance of summary judgment in favor of real estate development company defending against civil RICO claims under First Amendment protection.

*Galarsa v. Dolgen California, LLC*

88 Cal. App. 5th 639 (2023)

One of the first published reversals following the United States Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022) to hold that employees do not lose standing to pursue non-individual PAGA claims after individual PAGA claims have been compelled to arbitration.

*Woodworth v. Loma Linda Univ. Med. Ctr.*

93 Cal. App. 5th 1038 (2023)

Published partial reversal of trial court's summary adjudication in favor of defendants for wage and hour claims, including unlawful rounding policies based on a computer-based timekeeping system.

*Kisting-Leung v. Cigna Corp.*

No. 2:23-cv-01477-DAD-CSK, 2025 U.S. Dist. LEXIS 61242, at *2 (E.D. Cal., Mar. 30, 2025)

Denying motion to dismiss for equitable relief under ERISA § 502(a)(3) and California Unfair Competition Law claim, in a case involving a use of predictive AI algorithms to deny extended care to patients.

*Est. of Lokken v. UnitedHealth Grp., Inc.,*

No. 23-3514 (JRT/DJF), 2025 U.S. Dist. LEXIS 27262, at *2 (D. Minn., Feb. 13, 2025)

Declining to dismiss claim that UnitedHealth breached contractual obligations by relying on AI instead of doctors to deny vital post-acute care for elderly and other patients.

*Artificial Intelligence Cases*

Mr. Clarkson is leading the charge globally against some of the largest corporations in the world for their use of volatile and inaccurate artificial intelligence tools in healthcare, technology, and other sectors.

*Fluoroquinolone Antibiotic Cases*

Mr. Clarkson was the first plaintiff attorney in the nation to represent individuals suffering from permanent nerve damage caused by fluoroquinolone antibiotics, including Levaquin, Cipro, and Avelox. He advocated for dozens of clients across the country in litigation against Johnson & Johnson and Bayer Pharmaceuticals.

*Monsanto Co. v. Durnell*

No. 24-1068 (U.S. 2026)

Submitted amicus brief on behalf of United States Senator Cory Booker in support of Respondent, arguing against FIFRA preemption of failure to warn claims.

*Nat'l Pork Producers Council v. Ross*

598 U.S. 356 (2023)

Authored amicus curiae brief on behalf of United States Senator Cory Booker opposing California's Proposition 12 and the use of "gestation crates" for female pigs whose meat is sold in California.

*Twitter, Inc. v. Taamneh*

598 U.S. 471 (2023)

Authored amicus curiae brief involving the narrowing of liability under counterterrorism statute on behalf of retired United States Generals who served in Iraq and Afghanistan.

*Keebaugh v. Warner Bros. Ent. Inc.*

100 F.4th 1005 (9th Cir. 2024)

Authored amicus curiae brief in support of consumer protection claims involving the use of dark patterns and marketing to mislead and induce consumers to consent to binding contractual provisions.

*Oliver v. Navy Fed. Credit Union*

No. 24-188 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving discriminatory lending practices.

*Allen v. Blackbaud, Inc.*

No. 24-180 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving cybersecurity consumer concerns.

*Lorenzo v. San Francisco Zen Center*

116 Cal.App.5$^{th}$ 258 (Cal. 1$^{st}$ Dist. Ct. App. 2025)

Authored amicus curiae brief on constitutionality of California minimum wage and overtime laws as applied to clergy under First Amendment.






# Our Team

Our team shares an unwavering belief in the power of people coming together to stand for what is right and enabling change. A single story, a single action, can enable a sea change.

# Clarkson's Diversity

With a reputation built on bold litigation and real results, Clarkson continues to drive meaningful change across industries. From class actions to mass torts, the firm brings together a powerhouse team of attorneys across diverse backgrounds.

**42%** of attorneys identify as persons of color

**65%** of attorneys, including 60% of partners, identify as female

**14%** of employees identify as LGBTQIA+



# Ryan J. Clarkson

## Managing Partner

Ryan Clarkson is the founder and managing partner of Clarkson. Motivated from an early age by a desire to deliver justice for the underserved, the underprivileged, and the underdog, Mr. Clarkson has prosecuted hundreds of consumer class actions involving fraudulent uses of artificial intelligence, defective pharmaceutical drugs and medical devices, greenwashing, illegal employment practices, cosmetics mislabeling, food misbranding, data breaches, and insurance carrier bad faith. He was the first attorney in the United States to pursue justice for victims of fluoroquinolone antibiotics who suffered permanent and disabling nerve damage. A force for accountability in how big corporations label, advertise, and market consumer goods, Mr. Clarkson has obtained the largest ever false advertising settlements involving fraudulent packaging, free-from food mislabeling, and false collagen cosmetics claims in U.S. history.

Mr. Clarkson is a frequent speaker and guest lecturer at class action law conferences, law schools, podcasts, and national media on a variety of legal issues from class and mass actions to artificial intelligence and technology, to law practice management.

Mr. Clarkson is a Director Emeritus for the Los Angeles Trial Lawyers Charities (LATLC), which provides food, clothing, shelter, and financial aid to underserved and marginalized communities. Mr. Clarkson also co-founded and serves on the board of directors of the Adam Clarkson Foundation, which supports the higher-education needs of children who have lost a parent.

Mr. Clarkson is proficient in French, Farsi, and Spanish.

### Practice Areas
Class Action, Mass Torts

### Bar & Court Admissions
U.S. Supreme Court, State Bar of California, State Bar of New York, State Bar of Michigan, 9th Cir., 6th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., S.D.N.Y., E.D.N.Y., W.D. Mich., E.D. Mich.

### Education
J.D., 2005, Michigan State University School of Law, *summa cum laude*
B.A. in Political Science and Pre-Medical Studies, 1999, University of Michigan at Ann Arbor

### Awards and Recognitions
Chambers USA, Band 3, Litigation: Mainly Plaintiffs, California, 2026
*The Daily Journal*, Top Boutiques — Law Firm Leaders: 25–50 Lawyers, 2025
Super Lawyers, Southern California, Class Actions & Mass Torts, 2021–2026
The National Trial Lawyers, Top 100, Civil Plaintiff, 2022





# Shireen M. Clarkson

## Partner

Shireen is a partner and co-founder of Clarkson. She has over 20 years of experience as a civil litigator, having spent the majority of her career prosecuting consumer class actions and other multi-party litigations involving false advertising and labeling, unfair business practices, dangerous pharmaceutical drugs and medical devices, and defective products.

Her practice is focused on changing the unlawful conduct of some of the largest U.S. and global corporations throughout a variety of industries, including most notably, Big Food and Big Pharma within the United States. Shireen has earned numerous recognitions as lead counsel in various certified class action cases and other multi-party matters resulting in millions of dollars for consumers seeking redress, as well as policy changes that better serve the public.

Shireen has been an honorary board member of the Los Angeles Trial Lawyers Charities and strongly believes in giving back to one's community. She is engaged in volunteer efforts aimed at assisting under-privileged, under-served individuals and communities, and is also involved in local community efforts for children's education in Malibu where she resides.

### Practice Areas
Class Action, Mass Torts

### Bar & Court Admissions
State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

### Education
J.D., 2004, University of California, Hastings College of the Law
B.A., 2000, University of California, Santa Barbara



# Glenn A. Danas

## Partner

Mr. Danas is a partner at Clarkson Law Firm where he chairs both the Appellate and Employment departments. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Before that, he was a partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct.* (Marshalls of CA, LLC), 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.,* 747 F.3d 1117 (9th Cir. 2014). Mr. Danas has argued over 65 appeals and briefed dozens more.

### Practice Areas
Appeals & Writs, Class Action, PAGA Litigation

### Bar & Court Admissions
U.S. Supreme Court, State Bar of California, 1st Cir., 2d Cir., 3d Cir., 4th Cir., 8th Cir., 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., E.D. Mich., Judicial Panel Multi-District Litigation

### Education
J.D., 2001, Emory University School of Law, with honors, Emory Law Journal Board Member
B.S. in Industrial and Labor Relations, 1998, Cornell University

### Clerkships
Hon. U.W. Clemon, United States District Court for the Northern District of Alabama, 2001-2002

### Awards and Recognitions
Chambers USA, Band 3, Litigation: Appellate, California, 2026
Best Lawyers in America®, Appellate Practice, 2023–2026
Super Lawyers, Southern California, Employment Litigation / Appellate / Class Action & Mass Torts, 2024–2026
Lawdragon, 500 Leading Plaintiff Employment & Civil Rights Lawyers, 2021–2025
California Academy of Appellate Lawyers, elected 2024
*The Daily Journal*, Top 75 Labor and Employment Attorneys, 2015–2019, 2022–2024
American Bar Foundation, Fellow
*The Daily Journal*, Top Verdicts and Appellate Reversals, 2022 (*Salazar v. Target*; *Salazar v. Wal-Mart*), 2017 (*McGill v. Citibank*)
L.A. Business Journal, Leaders of Influence: Thriving in Their 40s, 2021
*The Daily Journal*, Top 100 Attorneys in California, 2017
California Lawyer Magazine, Attorney of the Year (CLAY Award), 2015
*The Daily Journal*, Top 20 Lawyers Under 40, 2013

### Certifications
Certified Appellate Law Specialist by the California Board of Legal Specialization and the California Bar Association (2021)





# Timothy K. Giordano

## Litigation Chair

Mr. Giordano is a partner at Clarkson, leveraging over fifteen years of complex litigation and trial experience in federal and state courts. Mr. Giordano focuses his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law.

Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps; Slate, Meagher & Flom LLP; as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

### Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law, Mass Arbitration, False Advertising

### Bar & Court Admissions

State Bar of New Jersey, State Bar of New York, D.N.J., E.D.N.Y., N.D.N.Y., S.D.N.Y.

### Education

J.D., 2001, Emory University School of Law, Graduated first in class

### Awards and Recognitions

Lawdragon, 500 Leading Civil Rights & Plaintiff Employment Lawyers, 2024–2025



# Tracey B. Cowan

## Partner

Ms. Cowan is a partner at Clarkson and head of the firm's Fertility Negligence and Sexual Assault practice areas. At her prior firm, Ms. Cowan helped pioneer one of the first embryo loss practice groups in the country. She has served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut from IVF clinic misconduct, product liability claims, switched embryo cases, to egg and embryo loss or destruction.

In her role as head of the firm's Sexual Assault practice, Ms. Cowan focuses on championing the rights of survivors. She has managed hundreds of cases involving sexual assault, harassment, trafficking, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.

As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including The New York Times, CNN.com, and Sing Tao USA. She has also made multiple television appearances regarding her cases, including on FOX, ABC, NBC, and CBS.

### Practice Areas
Fertility Negligence, Sexual Assault

### Bar & Court Admissions
State Bar of California, 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

### Education
J.D., 2006, Northwestern University School of Law.
Volunteer mediator for the Cook County Court System
B.A. in Psychology and Sociology (double major), 2002, New York University, with honors

### Leadership
Member of the Plaintiffs' Steering Committee for the Uber Passenger Sexual Assault Multidistrict Litigation currently pending in N.D. Cal.

### Awards and Recognitions
Super Lawyers, Southern California, 2025–2026
Lawdragon, 500 Leading Civil Rights & Plaintiff Employment Lawyers, 2024–2025
Minority Bar Coalition, Unity Award

RATED BY Super Lawyers 2026 visit SuperLawyers.com



# Kristen G. Simplicio

## Partner

Kristen Simplicio is a partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safier LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.

Ms. Simplicio graduated cum laude from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the Administrative Law Review. She obtained her bachelor's degree from McGill University in 1999.

She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

### Practice Areas

Class Action, Consumer Protection, Unfair and Deceptive Trade Practices, Debt Collection & Loan Servicing, RICO, Wage & Hour

### Bar & Court Admissions

U.S. Supreme Court, Bar of the District of Columbia, State Bar of California, 1st Cir., 4th Cir., 9th Cir., 11th Cir., D.D.C., C.D. Cal., N.D. Cal., E.D. Cal.

### Education

American University, Washington College of Law, J.D. 2007
McGill University, B.Comm, 1999

### Awards and Recognitions

Super Lawyers, Washington, D.C., 2023–2026





# Derek Brandt

## Partner

Derek Brandt has spent decades litigating important disputes against some of the world's most powerful corporate and financial interests, regularly practicing in some of the most influential state and federal courts in America. His plaintiff-oriented practice focuses on competition, antitrust, and other commercial and consumer disputes, both on a class and individual basis.

Since 2017, Mr. Brandt has spearheaded groundbreaking antitrust litigation on behalf of restaurant workers challenging franchise chains' employee "no poaching" pacts, which suppress wages for low-income workers. After years of litigation, Mr. Brandt and his co-counsel team won an important endorsement of their theory, when the U.S. Court of Appeals for the Seventh Circuit vacated an adverse trial court judgment. *See Deslandes v. McDonald's USA, LLC*, 81 F.4th 669 (7th Cir. 2023). The Deslandes decision was listed as *Law360*'s #1 Seventh Circuit Civil Opinion of 2023 and prompted various additional awards and recognitions. Mr. Brandt and his team previously prevailed in an earlier appeal addressing a different antitrust issue in another no-poaching case, *Arrington v. Burger King Worldwide*, 47 F.4th 1247 (11th Cir. 2022).

Mr. Brandt also serves as court-appointed Interim Liaison Counsel in *In Re Crop Inputs Antitrust Litigation* (MDL No. 2993, E.D. Mo.). His antitrust work includes representing commercial metals purchasers in a global price-fixing case against large investment banks and securing an eight-figure pre-trial settlement for a surgical device manufacturer in a Sherman Act "tying" case. He also litigates Lanham Act and unfair competition claims arising from seller conduct on popular consumer commerce platforms.

### Practice Areas
Antitrust

### Bar & Court Admissions
State Bar of Illinois, 2d Cir., 3d Cir., 6th Cir., 7th Cir., 9th Cir., 11th Cir., N.D. Ill., S.D. Ill., C.D. Ill., E.D. Mo., E.D. Mich., W.D. Pa., N.D. Tex.

### Education
J.D., 1995, Indiana University Maurer School of Law
B.A., 1992, DePauw University

### Professional Memberships
American Association for Justice
American Bar Association
Federal Bar Association
Illinois State Bar Association

### Awards and Recognitions
Lawdragon, 500 Leading Global Antitrust & Competition Lawyers, 2026
Super Lawyers, Illinois, 2012–2026
American Antitrust Institute, Outstanding Antitrust Litigation Achievement in Private Practice, 2024 (Deslandes v. McDonald's USA, LLC, 81 F.4th 699 (7th Cir. 2023))
Best Lawyers in America®, Class Actions / Mass Torts, 2018–2024
Law360, Legal Lion of the Week, 2023 (*Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)); 2019 (*Eastman Kodak Co. v. Goldman Sachs*, 936 F.3d 86 (2d Cir. 2019))
Super Lawyers, Illinois, Top 100, 2020





# Bahar Sodaify

## Partner

Bahar is a partner at Clarkson, where her practice focuses on consumer class actions involving food labeling, cosmetics, and other consumer products. As one of the very first associates at Clarkson, Bahar has played an integral role in the firm's growth and continued success, helping to secure significant results for consumers—including victories in slack-fill litigation and other key areas of false advertising law.

Bahar has been appointed Class Counsel in numerous multimillion-dollar nationwide class action settlements, including the largest known class action lawsuit involving a "no preservatives" claim. In recognition of her expertise in the field, Bahar also serves on the Steering Committee for the Consumer Goods Litigation Forum.

Prior to joining Clarkson, Bahar was a litigation associate at a personal injury firm, where she was involved in all stages of litigation. She worked relentlessly to achieve justice for her clients, helping recover millions of dollars on their behalf, with a particular focus on representing minors injured in accidents.

Bahar earned her J.D. from Southwestern Law School in 2012, where she was a member of the *Journal of International Law* and *The Children's Rights Clinic*. She graduated *summa cum laude* from the University of California, Los Angeles in 2009 with a Bachelor of Arts degree. Bahar is fluent in Farsi.

### Practice Areas
Class Action, False Advertising

### Bar & Court Admissions
State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

### Education
J.D., 2012, Southwestern Law School
B.A., 2009, University of California, Los Angeles, *summa cum laude*



# Yana Hart

## Partner

Ms. Hart is a San Diego partner at Clarkson, who runs the firm's AI & Data Privacy practice. During her distinguished career, Ms. Hart has litigated hundreds of consumer protection cases, including class actions and complex individual matters. Her work has spanned key consumer statutes such as the California Invasion of Privacy Act Fair Debt Collection Practices Act, Fair Credit Reporting Act, Telephone Consumer Protection Act. She has extensive experience with key federal and California consumer statutes. Her work has resulted in numerous favorable rulings, which have been published in Lexis and Westlaw.

Ms. Hart has also contributed to the field through published legal scholarship on privacy and consumer protection. Her article, "The Impact of *Smith v. LoanMe* on My Right to Privacy Against Recording Telephone Conversations," was published in Gavel magazine by the Orange County Trial Lawyers Association in October 2020. Her article, "Stopping Collection Abuses in Medical Debt," appeared in Forum magazine, published by the Consumer Attorneys of California in March 2021.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. She earned her J.D. from Thomas Jefferson School of Law in 2015, where she was valedictorian of her class. After law school, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Ms. Hart is fluent in Russian, conversational in ASL.

### Practice Areas
AI & Data Privacy, Class Action, Mass Torts

### Bar & Court Admissions
U.S. Supreme Court, State Bar of California, State Bar of Florida, 9th Cir., D.D.C., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., N.D. Ill., E.D. Mich., W.D. Mich.

### Education
J.D., 2015, Thomas Jefferson School of Law, *summa cum laude*, valedictorian
B.S. in Business Administration, 2012, Cabrini University, *summa cum laude*

### Professional Memberships
Ninth Circuit Judicial Conference, Lawyer Representative, S.D. Cal.

### Awards and Recognitions

Chambers USA Guide for Litigation: Mainly Plaintiffs in California, Band 3, 2026
Super Lawyers, Rising Stars, Southern California, 2022–2025





# Celine Cohan

## Partner

Ms. Cohan is a partner at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.

### Practice Areas
False Advertising

### Bar & Court Admissions
State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

### Education
J.D., Loyola Law School, top 25% of class
B.S., Double major in Political Science and History, University of California, Los Angeles



# Christen Chapman

## Counsel

Christen L. Chapman is counsel at Clarkson in the firm's Appeals & Writs practice group, where she channels her commitment to equal justice through rigorous advocacy. With a career built on protecting constitutional rights—from defending indigent individuals facing criminal charges to protecting the rights of people with disabilities—she brings sophisticated legal expertise and unwavering dedication to systemic change.

Most recently, she served as the administrative law clerk to the Chief Judge of the United States District Court for the Central District of California, working under the Honorable Cormac J. Carney, the Honorable Philip S. Gutierrez, and the Honorable Dolly M. Gee. Before that, she served as a judicial law clerk providing support to multiple district judges on a wide range of civil and criminal matters.

Christen began her career in New Orleans as a public defender, representing clients charged with felony offenses, and later served as an Assistant Federal Public Defender in the Eastern District of Louisiana. In Minnesota, she challenged felony convictions and sentences on appeal as an Assistant Appellate Public Defender and represented individuals with disabilities in individual and class action matters as a staff attorney at Mid-Minnesota Legal Aid's Disability Law Center.

### Practice Areas
Appeals & Writs

### Bar & Court Admissions
State Bar of California

### Education
J.D., 2011, Loyola Law School, Los Angeles, *cum laude*
B.A. in Black Studies and Business Economics, 2006, University of California, Santa Barbara.



# Zarrina Ozari

## Counsel

Zarrina Ozari is counsel at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a "Rising Star" for her dedication to defending employees' rights.

Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

### Practice Areas
Antitrust, Class Action, Civil Rights, Employment Law

### Bar & Court Admissions
State Bar of California, State Bar of New York, C.D. Cal., E.D. Cal., N.D. Cal., S.D.N.Y., N.D.N.Y., E.D.N.Y.

### Education
L.L.M., 2017, The George Washington University Law School
B.A., 2010, Russian-Tajik University, top 5% of class

### Awards and Recognitions
Super Lawyers, Rising Stars, Southern California, 2023–2026





# Brent A. Robinson

## Counsel

Brent A. Robinson with Clarkson's Appeals & Writs Team, where he helps employees, consumers, and trial lawyers overturn bad trial court decisions and defend good trial court decisions. His passion lies in helping improve the lives of his clients, and in changing the law and legal system for the better. Brent's work at Clarkson focuses on litigating high-impact and complex questions of federal and state law on appeal. (See e.g. *Leeper v. Shipt* (Cal. Case No. S289305); *Williams v. Alacrity Solutions Group, LLC* (2025) 110 Cal.App.5th 932 [review granted, held pending Leeper]; *Galarsa v. Dolgen California, LLC* (2025) 115 Cal.App.5th 1 [same]; *Lorenzo v. San Francisco Zen Center* (2025) 116 Cal.App.5th 258 [as counsel for *amici curiae*]; *Bruce v. Becerra* (9th Cir. Dec. 4, 2025, No. 24-5453) 2026 U.S. App. LEXIS 558.) Brent is also active in seeking publication and depublication of appellate decisions to improve the state of decisional law. (See, *e.g.*, *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457).)

Before joining Clarkson, Brent worked for class and complex litigation boutique with offices in Oakland, California. There he focused on efforts to win relief for large numbers of California employees and consumers against large corporations represented by some of the largest law firms. In that role, he came to handle a substantial number of appellate and writ proceedings. (See *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805; *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Accurso v. In-N-Out Burgers* (2023) 94 Cal.App.5th 1128, vacated on review and ordered reconsidered (Oct. 23, 2024), deemed moot; *Paknad v. Superior Court of Cal.* (Apr. 29, 2024, No. H050711) 2024 Cal. App. Unpub. LEXIS 2620; *Carroll v. City and County of San Francisco* (2025) 115 Cal.App.5th 1192.)

### Practice Areas
Appeals & Writs

### Bar & Court Admissions
State Bar of California, 9th Cir., N.D. Cal., C.D. Cal., E.D. Cal.

### Education
J.D., 2012, University of San Francisco School of Law
B.A. in English Literature, 2008, U.C. Santa Barbara

### Awards and Recognitions
Super Lawyers, Rising Stars, Northern California, 2022–2023, 2026

### Professional Memberships
California Employment Lawyers Association; Member, Amicus Committee, Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee

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# Bryan P. Thompson

## Counsel

Bryan P. Thompson is Counsel at Clarkson. He focuses his practice on complex consumer class actions and data privacy litigation. With over a decade of legal experience spanning federal and state courts, he has built a reputation for delivering results in challenging, high-stakes cases.

Mr. Thompson's extensive background includes managing all stages of litigation, from legal research and drafting to depositions, hearings, and arbitration. He has successfully briefed appeals in state and federal appellate courts and handled hundreds of cases involving state and federal consumer protection laws.

He is a member of the State Bar of California and Illinois and all federal courts in California and Illinois, the Southern District of Indiana, Eastern District of Wisconsin, Eastern District of Michigan, District of Nebraska, and the Seventh Circuit Court of Appeals. He also holds a certification as a Certified Information Privacy Professional (CIPP/US).

Mr. Thompson is active in contributing his time and expertise to local and national bar associations. He graduated *magna cum laude* from Northern Illinois University College of Law, where he was on Law Review, and graduated from University of Illinois Urbana-Champaign with a B.A. in Political Science.

### Practice Areas
AI & Data Privacy, Class Action,
Consumer Protection

### Bar & Court Admissions
State Bar of California, State Bar of Illinois, 7th Cir., N.D. Cal., C.D. Cal., E.D. Cal., S.D. Cal., N.D. Ill., C.D. Ill., S.D. Ill., S.D. Ind., E.D. Wis., D. Neb., E.D. Mich.

### Education
J.D., 2012, Northern Illinois University College of Law, *magna cum laude*
B.A. in Political Science, 2008, University of Illinois Urbana-Champaign

### Awards and Recognitions
Lawdragon, 500 Leading Plaintiff Consumer Lawyers, 2026
Super Lawyers, Illinois, 2023–2026
Super Lawyers, Rising Stars, Illinois, 2021–2022

### Professional Memberships
National Associations of Consumer Advocates, Illinois State Chair, Board of Judiciary Committee and Ethics Committee
Illinois State Bar Association, Member of Information and Privacy Law Committee
Chicago Bar Association, Former Vice Chair and later Chair of Consumer Law Committee





# Ashley Washington

## Counsel

Ashley Washington is Counsel at Clarkson, where she brings more than 15 years of litigation experience and a proven record of standing up for the most vulnerable. Before joining the firm, Ashley spent nearly a decade as a federal prosecutor with the U.S. Attorney's Office, where she focused on some of the most sensitive and challenging cases—including child exploitation, sex abuse, and human trafficking.

In that role, Ashley worked closely with survivors, law enforcement, and community partners to bring justice in her cases. She tried multiple jury trials to verdict and led investigations that required navigating deeply complex and emotionally difficult subject matter. Her work demanded not only courtroom skill, but also compassion, perseverance, and the ability to guide survivors through intimidating legal processes with care and dignity.

Earlier in her career, Ashley practiced at a national and a regional law firm, where she handled complex commercial litigation and regulatory matters. She also clerked for the Honorable Solomon Oliver, Jr. of the United States District Court for the Northern District of Ohio, gaining valuable insight into judicial decision-making.

### Practice Areas
Sexual Assault

### Bar & Court Admissions
State Bar of California, S.D. Cal.

### Education
J.D., 2010, University of Michigan Law School
B.A. in Criminal Justice 2007, George Washington University, *summa cum laude*



# Lauren Anderson

## Senior Associate

Lauren Anderson is a senior associate attorney at Clarkson. Ms. Anderson's practice focuses on the origination and development of consumer protection claims involving falsely advertised food and beverage, personal care, and household products, with emphasis in greenwashing and products marketed for children.

Ms. Anderson earned her J.D. from University of Southern California Gould School of Law in 2019, and she graduated from the University of Pennsylvania in 2015 with a B.A. in English.

### Practice Areas
False Advertising, Environmental Sustainability

### Bar & Court Admissions
State Bar of California, N.D. Cal., E.D. Cal., C.D. Cal.

### Education
J.D., 2019, University of Southern California Gould School of Law
B.A., 2015, University of Pennsylvania



# Maxim Gorbunov

## Senior Associate

Maksim Gorbunov is a senior associate specializing in Labor and Employment litigation with a focus on Wage and Hour Class actions and Private Attorneys General Act (PAGA) cases. With several years of experience in the legal field, he has been working tirelessly to make significant contributions to the pursuit of justice for his clients. Throughout his career, Mr. Gorbunov has achieved remarkable milestones including obtaining millions of dollars in settlements for workers. Prior to obtaining his law degree, Mr. Gorbunov studied psychology and the process of decision making in others, which he uses to apply effective approaches to litigate his cases.

Mr. Gorbunov values maintaining professional connections and staying engaged in with legal community. As such, he was heavily involved in University of California Hastings Moot Court as a competitor, student coach, and board member in law school. Now, as an attorney, Mr. Gorbunov is a member of the Los Angeles County Bar Association and California Employment Lawyers Association.

### Practice Areas
Class Action, Wage & Hour, PAGA Litigation

### Bar & Court Admissions
State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

### Education
J.D. 2021, University of California, Hastings
B.A. in Cognitive Science, 2012, University of California, Irvine, Psychology Honors Program

### Professional Memberships
California Employment Lawyers Association (CELA)
Los Angeles County Bar Association (LACBA)



# Laura Older

## Senior Associate

Laura Older is a senior associate at Clarkson in the Sexual Assault and Fertility Negligence practice areas. Laura helps survivors of rideshare sexual assault, harassment, and trafficking seek justice against industry titans Uber and Lyft. Laura also represents families and individuals impacted by negligence in the fertility sphere, including embryo loss and IVF misconduct. She brings a trauma-informed approach to cases that strike at the heart of clients' sense of self and identity. Drawing from her background in theatre, Laura weaves compelling narratives that connect judges and jurors to her clients' stories and create a shared sense of understanding and empathy crucial to success.

Prior to joining Clarkson, Laura litigated ERISA class actions at a national plaintiff's law firm and represented individual employees in workplace discrimination lawsuits. Laura has also worked in the consumer protection space, advocating on behalf of defrauded consumers. She served as an inaugural law clerk for the Honorable John D. Couriel on the Florida Supreme Court.

Laura graduated from Harvard Law School. There, Ms. Older served as an executive editor on the Journal of Law & Gender and president of Lambda, the school's LGBTQ affinity group. While at Harvard, Laura represented clients in the Domestic Violence and Family Law Clinic and interned at the ACLU of Florida and Planned Parenthood Foundation of America. Laura received her B.A. in Theatre and Communications summa cum laude from the Florida State University, where she was on the American Mock Trial Association national championship-winning team.

### Practice Areas
Sexual Assault, Fertility Negligence

### Bar & Court Admissions
Bar of the District of Columbia, Commonwealth of Massachusetts, D.D.C., D. Mass

### Education
J.D., 2020, Harvard Law School
B.A. in Theatre and Communications, 2015, Florida State University

### Professional Memberships
National Association of Consumer Advocates
The National LGBTQ+ Bar Association



# Cassandra Rasmussen

## Senior Associate

Cassie Rasmussen is a senior associate specializing in False Advertising litigation. Prior to joining Clarkson, Ms. Rasmussen served consumers as an attorney with the Federal Trade Commission in the Division of Advertising Practices. Ms. Rasmussen focused in particular on investigating and litigating false and misleading advertising cases related to health care products, substance use disorder treatment scams, and sponsorship disclosure obligations for influencers. Before the FTC, Ms. Rasmussen worked at King & Spalding, LLP in their FDA & Life Sciences Practice Group. During that time, Ms. Rasmussen also dedicated hundreds of hours to pro bono legal services in areas close to her heart, including the protection of domestic violence survivors, immigration and asylum seekers, LGBTQ equality, and voting rights. Ms. Rasmussen was awarded the D.C. Bar's "Pro Bono Lawyer of the Year" award in 2021 and the D.C. Volunteer Lawyer Project's "Protection Assistance Program Volunteer of the Year" in 2020 for her pro bono work in Washington. D.C.

Ms. Rasmussen has always been driven to be an advocate for justice. In law school, Ms. Rasmussen was heavily involved in the Harvard Law School International Human Rights Clinic, the Journal of Law and Gender, and other organizations focused on the public interest. She also interned for a summer with the Center for Science in the Public Interest, where she gleaned special insight into decades of history and current ongoing needs of consumer protection litigation and advocacy related to health and food. Prior to law school, Ms. Rasmussen volunteered as a Guardian ad Litem (CASA) for foster children, ensuring the children's voices were heard and respected.

Practice Areas
False Advertising

Bar & Court Admissions
District of Columbia Bar, State Bar of Florida

Education
J.D., 2018, Harvard Law School
A.B. in History and Literature, 2013, Harvard, *cum laude*

Professional Memberships
Florida Bar Young Lawyers Division



# Larkin Turner

## Senior Associate

Lark is a senior associate specializing in antitrust litigation. Prior to joining Clarkson, Lark worked for consumers at the Consumer Financial Protection Bureau, where she defended the agency and its wins in complex litigation and appeals, and at the Federal Trade Commission, where she focused on investigations and enforcement in the Division of Financial Practices. She was the 2019-2020 Appellate Litigation Fellow at Gupta Wessler LLP between her clerkships with Judge Roger L. Gregory of the United States Court of Appeals for the Fourth Circuit and Judge Catharine F. Easterly of the D.C. Court of Appeals.

Throughout her career, Lark has maintained her commitment to using legal tools to seek justice for everyday people harmed by corporate wrongdoing. During law school, Lark worked at the Appellate Division of the Public Defender Service of D.C., the Southern Center for Human Rights in Atlanta, Georgia, the Harvard Prison Legal Assistance Project, and the Harvard Legal Aid Bureau, where she spent two years representing tenants and homeowners at risk of eviction. As a research assistant to Professor Laurence Tribe, she focused on impeachment and constitutional crises; as a research assistant to Clinical Professor Eloise Lawrence, she focused on issues in funding low- and no-cost legal representation. Prior to law school, she reported for publications including *The New York Times*, *The Seattle Times*, and the *Chicago Sun-Times*.

### Practice Areas
Antitrust, Consumer Protection

### Bar & Court Admissions
District of Columbia Bar, Virginia State Bar, 4th Cir., 5th Cir.

### Education
J.D., 2018, Harvard Law School
B.S. in Journalism, 2012, Northwestern University, *cum laude*

### Awards and Recognitions
Super Lawyers, Rising Stars, Washington, D.C., 2026

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# Tiara Avaness

## Associate

Tiara Avaness is an Associate Attorney at Clarkson. Ms. Avaness' practice focuses on complex consumer class action claims arising from unfair business practices, deceptive marketing, and environmental harm.

Ms. Avaness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Ms. Avaness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program, worked in the Medical-Legal Community Partnership Clinic, and secured a business law certificate with an emphasis in real estate. She was also a teaching assistant for Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance. Ms. Avaness graduated with her Bachelor of Arts in Philosophy, Bachelor of Business in Business Administration, and minor in political science from the University of San Diego in 2018.

### Practice Areas

Consumer Protection, Unfair and Deceptive Trade Practices

### Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

### Education

J.D., 2021, University of Southern California Gould School of Law
Business Law Certificate with Emphasis in Real Estate
B.A. in Philosophy and B.B.A. in Business Administration, with a minor in Political Science, 2018, University of San Diego



# Michael Boelter

## Associate

Michael Boelter is an associate attorney at Clarkson. Mr. Boelter's practice is focused primarily on healthcare and consumer litigation. His class action experience includes remedying the abuse of AI in healthcare, consumer protection and false advertising claims, complex litigation, and MDLs.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating *cum laude* in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk and has been steadfast in his defense of consumers' rights since.

### Practice Areas

Healthcare, AI, Class Action, Complex Litigation, Consumer Protection, Employment Law, Appeals & Writs

### Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

### Education

J.D., 2023, Pepperdine Caruso School of Law, *cum laude*
B.A., Philosophy, UC Berkeley



# Roke Iko

## Associate

Roke is an associate attorney at Clarkson, committed to leveling the playing field between consumers and powerful corporations. Her practice focuses on consumer protection, false advertising, and unfair business practices.

Roke earned her Juris Doctor from Georgetown University Law Center, where she served as senior editor on the Georgetown Journal of International Law, worked as a research assistant for Caroline Fredrickson, former president of the American Constitution Society, and served as a civil procedure tutor. She was also an active member of the Black Law Students Association and RISE.

Roke completed her undergraduate degree at Washington University in St. Louis, earning a BA in Anthropology with a Minor in Writing. Prior to law school, she spent several years advocating to improve health outcomes for underserved communities, including LGBT populations and individuals affected by HIV, addiction, and mental health challenges.

Before joining Clarkson, Roke spent several years at a large defense firm, where she developed strong litigation skills and maintained an active pro bono practice.

### Practice Areas

Consumer Protection, False Advertising, Unfair Business Practices

### Bar & Court Admissions

Bar of the District of Columbia, State Bar of California, C.D. Cal., N.D. Cal.

### Education

J.D., 2021, Georgetown University Law Center
B.A., Washington University in St. Louis



# Molly L. Zhu

## Associate

Molly is an associate attorney at Clarkson, where her practice focuses on litigating fraudulent business practices, as well as labor law and wage and hour class actions. Before joining the firm, Molly worked at a boutique plaintiffs' side law firm litigating TVPRA and sexual assault claims, as well as discrimination claims in the employment context. She is a trial attorney, having represented clients in federal court bringing charges of pay inequity and sex discrimination, and violations of constitutional rights.

Molly began her career at a major international law firm where she litigated general commercial disputes including the defense of ERISA class actions, white collar matters and government investigations. During her time in corporate practice, Molly devoted hundreds of pro bono hours to those seeking asylum protections, and to clients bringing claims under the 1983 Civil Rights Act and the Voting Rights Act. She was named a 2022-2023 Empire State Counsel Honoree for her pro bono contributions.

In law school, Molly was heavily involved in prosecutorial clinics with the Business and Securities Fraud division at the Eastern District of New York, and the Labor Bureau of the New York Attorney General's Office, where she represented working class New Yorkers bringing wage and hour, discrimination, and Fair Labor Standards Act claims. She also interned at the Women's Rights Project at the ACLU, where she helped to investigate sexual harassment and employment discrimination allegations.

Molly is fluent in speaking Mandarin Chinese.

### Practice Areas
Consumer Protection

### Bar & Court Admissions
State Bar of Illinois, State Bar of New York, N.D. Ill., N.D. Ind., E.D.N.Y., S.D.N.Y.

### Education
J.D., 2020, New York University School of Law
B.A., 2017, Emory University



# Kate Bonifas

## Associate

Kate Bonifas is an associate attorney at Clarkson, working in multiple practice areas including privacy, unfair business practices, and consumer protection. Ms. Bonifas earned her Juris Doctor in 2024 from California Western School of Law (CWSL) and holds a bachelor's degree from the University of Oregon.

After receiving her bachelor's in sociology with a double minor in political science and nonprofit administration, Ms. Bonifas went into community engagement and nonprofit fundraising, working with various entities including the Eugene Symphony Association, the Neighborhood Economic Development Corporation, and Willamalane Park and Recreation District.

During her career in community engagement, Ms. Bonifas was appointed by Oregon Governor Kate Brown to the Lane Transit District (LTD) Board of Directors. While on the LTD Board, she represented LTD on regional, state, and national committees, and worked side by side with multiple agencies on large projects relating to infrastructure, transportation, city growth, business, and provided resources for community members in need.

Ms. Bonifas returned to school in 2021, seeking a law degree with one thing in mind: continuing her lifetime work of fighting for the underdog. While at CWSL, Ms. Bonifas earned a Distinguished Advocate award for her skills in appellate argument, received Awards of Excellence in multiple classes, earned high marks on the Dean's Honors List, and received awards for two of her scholarly writing articles titled "The California Racial Justice Act: an Exclusion of Immigrants" and "Look, Don't Touch: The Court and Sexual Deviance." She was also a teaching fellow for Torts, a research assistant for Professor Jessica Fink, interned with the San Diego Public Defender's Office, and interned with the California Innocence Coalition — where she helped pass three new laws through the California State Legislature.

### Practice Areas

Consumer Protection, Unfair Business Practices, Privacy

### Bar & Court Admissions

State Bar of California

### Education

J.D., 2024, California Western School of Law
B.S. in Sociology, double minor in Political Science and Nonprofit Administration, 2014, University of Oregon



# Jay Zheng

## Associate

Jiaming (Jay) Zheng is an associate attorney at Clarkson Law Firm. He focuses his practice on consumer protection class actions, particularly those involving false advertising and deceptive business practices under California Unfair Competition Law, California Consumer Legal Remedies Act, and California Automatic Renewal Law. Before joining Clarkson full-time, he supported the firm's litigation team as a summer associate and law clerk.

Mr. Zheng earned his J.D. from the USC Gould School of Law. While at USC Gould School of Law, he served as the Senior Submission Editor for the Southern California Review of Law and Social Justice. Prior to USC Gould School of Law, he earned an LL.B. from Tongji University in Shanghai. During his undergraduate studies, he represented Tongji University in both the Willem C. Vis East International Commercial Arbitration Moot and the CIETAC Cup International Commercial Arbitration Moot, receiving the Best Individual Oralist award in the latter.

Originally from Shanghai, Mr. Zheng brings a global perspective to the firm's practice. He is fluent in Mandarin.

### Practice Areas
False Advertising

### Bar & Court Admissions
State Bar of California, C.D. Cal., N.D. Cal.
State Bar of New York (July 2024 Exam Passed, Awaiting Admission)

### Education
J.D., 2024, University of Southern California Gould School of Law
L.L.B, 2020, Tongji University

*Represent more.*



**PROOF OF SERVICE**

*Cavalier v. Surge Labs, Inc., et al.*
CGC-25-625502

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 22525 Pacific Coast Highway, Malibu, CA 90265.

On August 14, 2026, I served the foregoing document(s) described as:

**DECLARATION OF GLENN A. DANAS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested party(ies) in this action as follows:

**KATTEN MUCHIN ROSENMAN LLP**
Janella T. Gholian
*janella.gholian@katten.com*
Stacey McKee Knight
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2121 Avenue of the Stars, Suite 1100
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*Attorneys for Defendants*

**Method of Service**

**[X] BY ELECTRONIC MEANS**: I caused to be transmitted a true and correct copy of the foregoing document(s) via File & Serve XPress to the interested party(ies)/person(s) as set forth on the above service list pursuant to court order.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 14, 2026

Antonia Smith
Antonia Smith