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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Michael Cox ("Plaintiff Cox" or "Mr. Cox") and Sara Adams ("Plaintiff Adams" or "Ms. Adams") (collectively, "Plaintiffs") and Mercor.io Corporation ("Mercor"), OpenAI OpCo, LLC (formerly known as OpenAI, L.P.) ("OpenAI OpCo"), and OpenAI, L.L.C. ("OpenAI LLC") (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," and individually as a "Party."

1. DEFINITIONS

1.1. "Actions" means the related lawsuits alleging wage and hour violations, captioned *Cox v. Mercor.io Corporation et al.*, Case No. 25CV06210, pending in the Superior Court of the State of California, County of Santa Barbara ("Cox Action"), and *Adams v. Mercor.io Corporation et al.*, Case No. CGC-25-630506, pending in the Superior Court of the State of California, County of San Francisco ("Adams Action"). The Plaintiffs have filed a consolidated First Amended Complaint in the Cox Action that adds all claims from the Adams Action, adds Adams as a named plaintiff, corrects the names of the defendant entities, adds PAGA Claims, and dismisses the Adams Action as to Plaintiff Adams and without prejudice as to the putative class members. Plaintiffs have also submitted an Amended PAGA Notice. Plaintiffs will also file a Second Amended Complaint that adds the full scope of Released PAGA Claims.

1.2. "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 with the Motion for Preliminary Approval.

1.3. "Administrator" means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. "Class" or "Settlement Class" or "Settlement Class Members" or "Class Members" means, for the purposes of this settlement only, all current and former individuals classified as independent contractors who performed services as Experts in California during the Class Period. "Experts" are workers classified as independent contractors who Mercor engaged to provide services.

1.5. "Class Counsel" means Clarkson Law Firm, P.C. and Law Offices of Buchsbaum & Haag, LLP.

1.6. "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 Actions.

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1.7. "Class Data" means Class Member identifying information in Mercor's possession including the Class Member's name, last-known mailing address, Social Security number if available, and number of Class Period Workweeks and PAGA Pay Periods.

1.8. "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 a PAGA Group Member).

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

1.10. "Class Notice" means the notice of the proposed settlement, in substantially the form attached hereto as Exhibit A, that will be provided to Class Members and PAGA Group Members following preliminary approval of this Settlement Agreement.

1.11. "Class Period" means the period from October 1, 2021 through the date on which the Court grants preliminary approval of the Settlement.

1.12. "Class Representative Service Payments" means individual payments to each of the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.13. "Class Representatives" means Plaintiff Cox and Plaintiff Adams seeking Court approval to serve as Class Representatives.

1.14. "Court" means the Superior Court of California, County of Santa Barbara.

1.15. "Defense Counsel" means Orrick, Herrington & Sutcliffe LLP (counsel for Mercor) and Littler Mendelson, P.C. (counsel for the OpenAI Defendants). "OpenAI Defendants" means OpenAI OpCo and OpenAI LLC, collectively.

1.16. "Effective Date" means the date by when all of the following have occurred: (a) the Court enters the Final Judgment; and (b) the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Final Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Judgment; or (iii) if a timely appeal from the Final Judgment is filed, the day after the appellate court dismisses the appeal with prejudice or affirms the Final Judgment and issues a remittitur without further appeal therefrom.

1.17. "Final Approval" means the Court's Order Granting Final Approval of the Settlement.

1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval.

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1.19. "Final Judgment" means the judgment entered by the Court upon granting Final Approval.

1.20. "Gross Settlement Amount" means $6,950,000.00, which is the total amount Mercor shall pay for full and final resolution of the Actions as set forth herein. The Gross Settlement Amount includes all attorneys' fees and costs, settlement administration costs, Plaintiffs' enhancement awards, the PAGA Payment, and payments to the Settlement Class. The Gross Settlement Amount will be used to pay each Individual Class Payment, each Individual PAGA Payment, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment, all if and as approved and/or modified by the Court.

1.21. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated per Paragraph 3.3.1, below.

1.22. "Individual PAGA Payment" means each PAGA Group Member's pro rata share of 35% of the PAGA Payment calculated per Paragraph 3.2.5, below.

1.23. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive PAGA Penalties under California Labor Code section 2699, subd. (i).

1.24. "LWDA PAGA Payment" means the 65% of the PAGA Payment paid to the LWDA under California Labor Code section 2699, subd. (i).

1.25. "Net Settlement Amount" means the Gross Settlement Amount, less the court-approved amounts of the (1) Class Counsel Fees Payment; (2) Class Counsel Litigation Expenses Payment; (3) Class Representative Service Payments; (4) Administration Expenses Payment; (5) LWDA PAGA Payment; (6) each Individual PAGA Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.26. "Non-Participating Class Member" means any Class Member who opts out of the portion of the Settlement addressing the Released Class Claims by sending the Administrator a valid and timely Request for Exclusion.

1.27. "Operative Complaint" means the First Amended Complaint or subsequent amended complaint filed by Plaintiff Cox in the Cox Action pursuant to this Agreement.

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

1.29. "PAGA Group Members" means, for the purposes of this settlement only, all current and former individuals classified as independent contractors who performed services as Experts in California during the PAGA Period.

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1.30. "PAGA Notices" means Plaintiff Cox's letter to Mercor, the OpenAI Defendants, and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd. (a), and any amended PAGA notice filed by Plaintiff Cox to conform to the scope of Released PAGA Claims as set forth in this Agreement.

1.31. "PAGA Pay Period" means any Pay Period during the PAGA Period in which a PAGA Group Member performed services as an Expert using the Mercor platform.

1.32. "PAGA Payment" means the total amount of $300,000.00 to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated at 35% to the PAGA Group Members ($105,000.00) and 65% to LWDA ($195,000.00).

1.33. "PAGA Period" means the period from September 29, 2024 through the date on which the Court grants preliminary approval of the Settlement.

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. "Pay Period" means, for purposes of this settlement, a workweek.

1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of Class-Action Settlement and Approval of PAGA Settlement.

1.37. "Released Class Claims" means the claims being released as described in Paragraphs 5.1 and 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 Defendants, including Mercor, OpenAI OpCo, LLC (FKA OpenAI, L.P.), OpenAI, L.L.C., Brendan Foody, Surya Midha, and Adarsh Hiremath, and each of its or their former, present and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, including OpenAI Foundation (FKA OpenAI, Inc.), OpenAI LLC, OpenAI GP, L.L.C., OpenAI Global, LLC, OAI Corporation, OpenAI Holdings, LLC, and OpenAI Group PBC, OpenAI Ireland Ltd., as well as each of its or their respective current and former directors, officers, shareholders, owners, employees, partners, general and limited partners, joint ventures, members, principals, agents, managing agents, managers, customers (only as it pertains to work performed for the customers through Defendants), investors, attorneys, insurers, reinsurers, and each of their respective predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with one or more Defendants.

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

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1.41. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and PAGA Group Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom the Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the initial Response Deadline.

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

1.43. "Workweek" means any week during the Class Period in which a Class Member performed services as an Expert using the Mercor platform.

2. RECITALS

2.1. In the action *Cox v. Mercor.io Corporation et al.*, Case No. 25CV06210, Plaintiff Michael Cox named "OpenAI, Inc." as a defendant, and the parties acknowledge that the correct entity names are OpenAI OpCo, LLC (FKA OpenAI, L.P.) and OpenAI, L.L.C. The parties desire to clarify and correct the identification of such defendant entities for purposes of this Agreement.

2.2. The parties agree that they will file such pleadings, amendments, notices, or other appropriate papers as may be necessary to consolidate the Cox Action and Adams Action and correct the names of the defendant entities in the court record.

2.3. Plaintiff Cox filed the Cox Action in the Superior Court of the State of California, County of Santa Barbara, Case No. 25CV06210, asserting claims against Mercor and the OpenAI Defendants for: (1) failure to pay minimum wage for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse business expenses; (6) waiting time penalties; (7) wage statement violations; (8) violation of Cal. Bus. & Prof. Code section 16600 et seq. (unlawful non-competition, non-solicitation, or other restrictive covenants); and (9) violation of the Unfair Competition Law (Cal. Bus. & Prof. Code section 17200 et seq.).

2.4. Plaintiff Adams filed the Adams Action in the Superior Court of the State of California, County of San Francisco, Case No. CGC-25-630506, asserting claims against Mercor, Foody, Midha, and Hiremath for: (1) failure to pay minimum wage and liquidated damages; (2) failure to provide meal periods or meal premium wages; (3) failure to provide rest periods or rest break premium wages; (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 reimburse business expenses; (9) unfair competition; and (10) willful misclassification of an employee as an independent contractor. On March 12, 2026, Plaintiff Adams filed a First Amended Complaint to add an eleventh cause of action for violations of the Private Attorneys General Act (Cal. Lab. Code §§ 2698-2699.8).

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2.5. Plaintiff Cox submitted a PAGA notice to the LWDA on September 30, 2025. Plaintiff Cox will also file an amended PAGA notice with the LWDA to conform to the scope of Released PAGA Claims as set forth in this Agreement.

2.6. Defendants deny all allegations and claims in the Actions. This Settlement is not an admission of liability or wrongdoing by any Party.

2.7. Counsel for Plaintiffs and Defense Counsel engaged in informal discovery regarding the claims in the Actions. In order to facilitate a settlement of the Actions, the Parties agreed to attend mediation.

2.8. On May 8, 2026, the Parties participated in mediation presided over by the Honorable Daniel Buckley (ret.). The mediation was successful, and the Parties reached a resolution of the Actions.

2.9. Defendants agree to provide Plaintiffs confirmatory discovery, the parameters of which will be negotiated in good faith, with the understanding that this discovery will be expedited, not unduly intrusive, cost-efficient, and non-abusive in nature. Discovery is understood by all to be designed to confirm the settlement as fair, adequate and reasonable.

2.10. Based on its records, Mercor estimates as of the date of executing the Memorandum of Understanding between the parties that there were approximately 9,381 Class Members who worked 74,011 Workweeks and 9,381 PAGA Group Members who worked 73,988 PAGA Pay Periods.

2.11. The Court has not granted class certification.

2.12. Other than *Brandon Gaskew v. Mercor.io Corporation*, Case No. 25STCV35018, Los Angeles Superior Court (filed December 2, 2025) and *Brandon Gaskew v. Mercor.io Corporation, Alameda County Superior Court*, Case No. TC26-9034 (Filed April 30, 2026), the Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Mercor shall pay, on its own behalf and on behalf of all other Defendants, the Gross Settlement Amount of $6.950,000.00 for full and final resolution of the Actions as set forth herein. The Gross Settlement Amount includes all attorneys' fees and costs, settlement administration costs, Plaintiffs' enhancement awards, the PAGA Payment, and payments to the Settlement Class. Mercor has no obligation to pay the Gross Settlement Amount prior to the Effective Date. The Administrator will disburse the entire Gross Settlement Amount, to the extent not previously disbursed as outlined in Paragraph 3.2 herein, without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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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 outlined below or as otherwise specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $20,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), as consideration for Plaintiffs' efforts in the Actions and a general release of claims. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments, without any wage-related deductions or withholdings, and will report such payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third (33.33%) of the Gross Settlement Amount, which is currently estimated to be $2,316,666.67, and a Class Counsel Litigation Expenses Payment of not more than $35,000. Defendants agree not to challenge or otherwise object to these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' 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 Defendants and all Released Parties harmless, and indemnifies Defendants and all Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2.2. Allocation of Class Counsel Litigation Expenses Payment: The Class Counsel Litigation Expenses Payment shall be allocated between Plaintiffs' firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel not to exceed $35,000.

3.2.3. To the Administrator: Reasonable settlement administration costs shall be deducted from the Gross Settlement Amount for the payment of the third-party settlement

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administrator, not to exceed $47,000, except for good cause. To the extent the administration expenses are less, or the Court approves payment less than on the bid, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA: A LWDA PAGA Payment of $195,000.00, which is equal to 65% of the total PAGA Payment of $300,000.00.

3.2.5. To PAGA Group Members: An Individual PAGA Payment to be calculated by the Administrator by (a) dividing the 35% share of PAGA Payment ($105,000.00) to be split by the PAGA Group Members by the total number of PAGA Pay Periods worked by all PAGA Group Members, and (b) multiplying the result by the PAGA Group Member's actual PAGA Pay Periods worked. No withholdings or deductions shall be taken from each Individual PAGA Payment. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.1. If the Court approves PAGA Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report each Individual PAGA Payment on IRS 1099 Forms.

3.3. Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts outlined below or as otherwise specified by the Court in the Final Approval:

3.3.1. To Each Participating Class Member: An Individual Class Payment calculated 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 the Participating Class Member's Workweeks worked. Participating Class Members will receive an IRS Form 1099. Each Individual Class Payment shall constitute penalties and interest, and each Participating Class Member will be issued an IRS Form 1099 for such payment, if required by law. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.

3.3.1.1. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Their Workweeks will not be part of the total used to determine Participating Class Members' awards.

4. SETTLEMENT FUNDING AND PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

4.1. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval, Mercor 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

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other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate the terms of this Agreement. Mercor 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 Mercor 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 to resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Mercor shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.3. Payments Upon Funding by Mercor. Within fourteen (14) days after Mercor funds the Gross Settlement Amount, the Administrator will mail checks for each Individual Class Payment, each Individual PAGA Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of each Individual Class Payment and Individual PAGA Payment.

4.3.1. The Administrator will issue checks for each Individual Class Payment and/or Individual PAGA Payment via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred and eighty (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 a check for the Individual Class Payment to each Participating Class Member (including those for whom Class Notice was returned undelivered). The Administrator will send a check for the Individual PAGA Payment to each PAGA Group Member. including Non-Participating Class Members who qualify as PAGA Group Members and Class Members for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered by the United States Postal Service. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member in writing prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed or cancelled after the void date, or any

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PAGA Group Member not otherwise a Participating Class Member whose Individual PAGA Payment check is uncashed or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4.3.4. The payment of an Individual Class Payment and/or Individual PAGA Payment shall not obligate Defendants to confer any additional benefits or make any additional payments to a Class Member or PAGA Group Member (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Mercor fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendants and all other Released Parties to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Agreement
("Plaintiffs' Release"). Plaintiffs' 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, workers' compensation benefits that arose at any time during, or based on occurrences outside, the Class Period or PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California 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 representatives, agents, heirs, administrators, successors, and assigns, release Defendants and all other Released Parties from all claims that were alleged in or reasonably could have been alleged based on the facts alleged to have occurred during the Class Period, stated in the PAGA Notices or the Operative Complaint, including but not limited to, failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to provide meal periods and/or meal period premium pay; failure to authorize and permit rest breaks and/or rest break premium pay; failure to pay all wages owed, including minimum,

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regular, overtime, double-time, and other wages; failure to pay for all time worked; failure to timely pay wages during employment; failure to pay wages upon separation and waiting time penalties; failure to provide accurate and/or itemized wage statements; failure to keep required payroll records; failure to reimburse business expenses; failure to indemnify; misclassification; violation of Cal. Bus. & Prof. Code section 16600 et seq., including any claim that any noncompetition, nonsolicitation, or other restrictive covenant was unlawful or unenforceable; illegal non-competes; or violation of Cal. Bus. & Prof. Code section 17200 et seq. by engaging in the foregoing conduct. The Release by Participating Class Members include all claims arising out of the causes of action above for unpaid wages, statutory penalties, reimbursements, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California or federal statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Industrial Welfare Commission Wage Orders

5.3. Release by PAGA Group Members: All PAGA Group Members whether or not such individuals are Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective representatives, agents, heirs, administrators, successors, and assigns, Defendants and all other Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged to have occurred during the PAGA Period as stated in the Operative Complaint and the PAGA Notices, including but not limited to, including failure to pay minimum wages and liquidated damages; failure to pay overtime wages; failure to provide meal periods and/or meal period premium pay; failure to authorize and permit rest breaks and/or rest break premium pay; failure to pay all wages owed, including minimum, regular, overtime, double-time, and other wages; failure to pay for all time worked; failure to timely pay wages during employment; failure to pay wages upon separation and waiting time penalties; failure to provide accurate and/or itemized wage statements; failure to keep required payroll records; failure to reimburse business expenses; failure to indemnify; misclassification; failure to provide paid sick leave; unlawful non-compete and restrictive policies; whistleblower retaliation; unlawful agreements; and improper background checks. For avoidance of doubt, the Released PAGA Claims include, but are not limited to, any alleged violations of Labor Code sections 96, 98.6, 200, 201-204, 210, 221, 223, 226, 226.3, 226.7, 226.8, 227.3, 232, 232.5, 233, 234, 245, 246, 249, 351, 353, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 558.1, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1700.31, 2750.3, 2775, 2800, 2802, 2926, 2927, or 3700.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel agrees to prepare and file a motion for preliminary approval of class-action settlement and approval of PAGA settlement ("Motion for Preliminary Approval").

6.1. Defendants' Responsibilities. Within ten (10) days of the full execution of this Agreement, if there is any actual or potential conflict of interest with the Administrator, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest.

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6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval of class-action settlement and approval of PAGA settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under the *Dunk/Kullar* analysis and a request for approval of the settlement of the PAGA claims in the Operative Complaints under California Labor Code Section 2699, subd. (l); (ii) a draft proposed Order Granting the Motion for Preliminary Approval; (iii) a declaration from Class Counsel attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Cal. Lab. Code § 2699.3 (a)), Operative Complaints (Cal. Lab. Code § 2699(l)(1)), this Agreement (Cal. Lab. Code § 2699(l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator at least five (5) days before the deadline to file the motion.

6.3. Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a reasonably 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.

6.4. 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 on behalf of the Parties by conferring 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 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 CPT Group as the Administrator, and have verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of 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.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation Section 468B-1. The Parties agree that the Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

7.3.1. Upon or before establishment of the Settlement Fund Account, the Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Mercor with that employer identification number on a properly

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completed and signed IRS Form W-9. The Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § 1.468B-2(1)(2).

7.3.2. Following its payment of the Gross Settlement Amount to the Administrator, Mercor shall have no responsibility, financial obligation, or liability whatsoever with respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

7.4. Notice to Class Members.

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

7.4.2. No later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently state the estimated dollar amounts of any Individual Class Payment and Individual PAGA Payment, if applicable, payable to the Class Member, and the number of Workweeks and/or PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Members' addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, 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 deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons whom they believe should have been included in the

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Class Data and should have received Class Notice, the Parties will promptly meet and confer to determine 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever occurs later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (i.e., opt-out of) the Settlement as it relates to Released Class Claims must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement as it relates to the Released Class Claims 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 under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release provisions under Paragraph 5.2 of this Agreement, regardless 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 nor 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 Final Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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7.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) 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. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination on 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/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

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

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 or supervise all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Email Address and Toll-Free Number. The Administrator will 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 seven (7) 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

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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 from Settlement 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, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for each Individual Class Payment and Individual PAGA Payment ("Weekly Report"). The Weekly Report 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. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval, 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, attempts to locate Class Members, remailing the Class Notices returned as undelivered, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and 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.

7.8.6. Final Report by Settlement Administrator. Within ten (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 to Class Members and PAGA Group Members, identified by employee identification number only, for all payments made under this Agreement. At least fifteen (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, Mercor estimates that, as of the date of the executed Memorandum of Understanding between the Parties, there are approximately 9,381 Class Members who worked 74,011 Workweeks

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during the Class Period and 9,381 PAGA Group Members who worked 73,988 PAGA Pay Periods during the PAGA Period. To the extent the actual Workweeks in the data Mercor provides to the settlement administrator is more than 10% greater than Mercor's estimate, Mercor shall increase the Gross Settlement Amount on a proportional basis for any increase above 10% (i.e., if there were an 11% increase in the number of Workweeks, Mercor will increase the Gross Settlement Amount by 1%).

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total number of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that if Defendants withdraw. the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Mercor will remain responsible for paying the Administration Expenses Payment for the Administrator's reasonable fees and expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven (7) 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 sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the class-action settlement and PAGA settlement under California Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a Proposed Judgment (collectively, "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to 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.

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 than five (5) court days prior to 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 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator 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 Final Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

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10.4. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all PAGA Group Members waive all rights to appeal the Final 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 Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify the Final Judgment If the reviewing Court vacates, reverses, or modifies the Final 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 Final 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement 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 California 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, Class Certification or Representative Manageability for Other Purposes. 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 Defendants that any of the allegations in the PAGA Notices or the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be interpreted or construed as an admission by Plaintiffs that Defendants' defenses in the Actions 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, Final Approval or enter Final Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, including but not limited to its right to compel arbitration, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. Nothing in this Agreement constitutes an admission that any Class Member or PAGA Group Member was misclassified as an independent contractor or that an OpenAI Defendant was an employer or joint employer of any Class Member or PAGA Group Member. The Settlement,

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this Agreement and Parties' willingness to settle the Actions 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). The Class Members include individuals who signed an arbitration agreement with a class action waiver. If the settlement is not approved, this Agreement shall not constitute a waiver of Mercor's right to enforce its arbitration agreements, including the class action waiver, in this or any other proceeding.

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or 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) 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. Plaintiffs, Class Counsel, Defendants, 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 Final 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. No Publicity. Plaintiffs and Class Counsel agree not to issue a press release or otherwise notify the media about the terms of the settlement or advertise or market any of the terms of the settlement through written, recorded or electronic communications. Plaintiffs and Class Counsel further agree that, if contacted regarding the Actions, they will state only that the Actions exist and have been resolved. This provision is not intended to, and does not, limit Class Counsel from responding to questions from, and providing advice to Class Members, and/or PAGA Group Members regarding the settlement after court approval is granted.

12.5. 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.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all

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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.

12.7. 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 Agreement, 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 and/or the Court for resolution.

12.8. 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.

12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, 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.

12.10. 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.

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

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement,

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statute, or rule of court. Not later than ninety (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, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.16. 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.

12.17. Calendar Days. Unless otherwise specified, 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 bank holiday, such date or deadline shall be on the first business day thereafter.

12.18. 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 Plaintiffs and the Class:

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

LAW OFFICES OF BUCHSBAUM & HAAG, LLP
Brent Buchsbaum
100 Oceangate, Suite 1200
Long Beach, CA 90802
Tel.: 562-733-2498
E-Mail: brent@buchsbaumhaag.com

To Defendants:

ORRICK, HERRINGTON & SUTCLIFFE LLP
Julia C. Riechert
Annie Prasad Vadillo

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1000 Marsh Road
Menlo Park, CA 94025
Tel.: (650) 614-7400
E-Mail:
jriechert@orrick.com
avadillo@orrick.com

LITTLER MENDELSON, P.C.
Benjamin A. Emmert
333 Bush Street, 34th Floor
San Francisco, CA 94104
Tel.: (415) 433-1940
E-Mail: bemmert@littler.com

12.19. Execution in Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute one agreement binding on the Parties. 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.

12.20. 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 pursuant to the California Code of Civil Procedure section 583.330, that by the signing of this Agreement the date to bring a case to trial is extended under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12.22. Binding Agreement. This is a binding and enforceable agreement. Regardless of any state or federal mediation communication or privilege, or other rules of evidence, this Agreement may be admitted in court and enforceable even if finalized settlement documents cannot be agreed upon.

12.23. Disputes. Any dispute between the Parties as to the remaining terms of the settlement or this Agreement shall be presented to the Court for resolution only after first attempting to resolve the matter with the mediator Hon. Daniel Buckley (ret.).

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

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Dated: 10/20/2026

DocuSigned by:
Michael Cox
CC2771D0E32D147F...
Plaintiff Michael Cox

Dated: 10 / 08 / 2026

Plaintiff Sara Adams

Dated: 10/18/2026

Mercor.io Corporation

Kevin Shian
Kevin Shian, Chief Financial Officer

Dated: 10/13/2026

OpenAI OpCo, LLC (FKA OpenAI, L.P.)

Signed by:
Michael Trinh
856D9A6DFCD740F...
Michael Trinh, Associate General Counsel,
Litigation & Discovery

Dated: 10/13/2026

OpenAI, L.L.C.

Signed by:
Michael Trinh
856D9A6DFCD740F...
Michael Trinh, Associate General Counsel,
Litigation & Discovery

AS TO FORM ONLY:

Dated: 10/08/2026

CLARKSON LAW FIRM, P.C.

Glenn Danas
Counsel for Plaintiffs

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Dated: October 16, 2026
LLP

ORRICK, HERRINGTON & SUTCLIFFE

Annie Prasad Vadillo
Counsel for Defendant Mercor.io

Corporation

Dated: 10-13-26

LITTLER MENDELSON, P.C.

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(FKA OpenAI, L.P.) and OpenAI, L.L.C.

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EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

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

Michael Cox v. Mercor.io Corporation et al.,
Santa Barbara County Superior Court, Case No. 25CV06210 ("Cox Action")

And

Sara Adams v. Mercor.io Corporation et al.,
San Francisco County Superior Court, Case No. CGC-25-630506 ("Adams Action")

The Superior Court for the State of California authorized this Notice, read it carefully!

This is not junk mail, spam, advertisement, or solicitation by a lawyer.
You are not being sued.

You may be eligible to receive money from two parallel class action lawsuits against Defendants Mercor.io Corporation ("Mercor"), OpenAI OpCo, LLC ("OpenAI OpCo"), and OpenAI, L.L.C. ("OpenAI LLC") (collectively, "Defendants") for alleged wage and hour violations. The Cox Action and Adams Action were filed by individuals who performed services as Experts through Mercor's platform in California and they seek payment of alleged back wages and other relief for a class of all current and former individuals classified as independent contractors who performed services as Experts in California ("Class Members" or "Settlement Class") during the Class Period (October 1, 2021 through the date of preliminary approval) and penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") (Lab. Code §§ 2698, et seq.) for all current and former individuals classified as independent contractors who performed services as Experts in California ("PAGA Group Members") during the PAGA Period (September 29, 2024 through the date of preliminary approval).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Mercor to fund Individual Class Payments, and (2) a PAGA Settlement requiring Mercor to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be $_____ 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 Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that you worked ___ workweeks during the Class Period and you worked ___ pay periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date, *see* Section 4 of this Notice.

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The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you do or do 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendant(s) during the Class Period and/or the PAGA Period, you have two options under the Settlement:

1. **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and still 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 directly assert Class Period wage claims and PAGA Period penalty claims against Defendants.

2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator (named on page 6, below) in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to directly pursue Class Period wage claims against Defendants, and, if you are a PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **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 **6** of this Notice.

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	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA 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 Plaintiffs who pursued the Cox Action and Adams Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs 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 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 performed a job through Defendants' platform during the Class Period as an independent contractor, and how many Pay Periods you performed a job through Defendants' platform during the PAGA Period as an independent contractor, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked as an independent contractor according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former individuals who performed services as Experts through Mercor's platform in California. The Cox Action and Adams Action (collectively hereinafter, "Actions") allege Defendants violated California labor laws for (1) failure to pay minimum wage for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to indemnify necessary business expenses,

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(6) waiting time penalties, (7) wage statement violations, (8) violation of Cal. Bus. & Prof. Code section 16600 et seq. (unlawful noncompetition, nonsolicitation, or other restrictive covenants), and (9) violation of unfair competition law. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA. Plaintiffs are represented by attorneys ("Class Counsel") in the Actions. Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants violated any laws. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator to help resolve the Cox Action and Adams Action by negotiating an end to these Actions by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a Judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do not admit any violations of law or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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 and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Mercor Will Pay $6,950,000.00 as the Gross Settlement Amount ("Gross Settlement Amount"). Mercor has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Mercor will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. 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.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount. The Court will decide these amounts at the Final Approval Hearing:

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- Up to $2,316,666.67 (33.33% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $35,000 for reasonable litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.

- Up to $20,000.00 each as a Class Representative Service Payment to Plaintiffs for filing the Actions, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

- Reasonable settlement administration costs to the Administrator for services administering the Settlement.

- Up to $300,000.00 for PAGA Payment, 65% of which would be allocated to the LWDA as an LWDA PAGA Payment ($195,000.00) and 35% of which would be allocated to the PAGA Group Members as Individual PAGA Payments ($105,000.00) based on the number of pay periods they performed services as an Expert through Mercor's platform in California during the PAGA Period (the "PAGA Pay Periods").

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

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 Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 100% of each Individual Class Payment to penalties and interest (*i.e.*, non-wages). In the event that state or federal authorities subsequently determine that any named plaintiff or Participating Class Member should be classified as an employee rather than an independent contractor, each such named plaintiff or Participating Class Member agrees that he or she shall promptly complete and submit to the IRS Form 4669. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment, excluding Employer Payroll Taxes to be paid by Mercor, if any. 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 Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants 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.

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 do not cash it by the Void Date, your check will be automatically cancelled, and

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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.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than DATE, 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 you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members ("Non-Participating Class Members") will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the facts alleged in the Actions during the PAGA Period.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void and, in turn, Defendants will not pay any money and Class Members/PAGA Group Members will not release any claims against Defendants.

Administrator. The Court has appointed a neutral company, CPT Group (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/Pay Periods, 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.

Participating Class Members' Release. After the Judgment is final and Mercor has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, if any, 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 Defendants or related entities for wages and penalties during the Class Period and PAGA Period based on the facts alleged in the Actions and resolved by this Settlement.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and all other Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints, including claims for: (1) failure to pay minimum wage for all hours worked, (2) failure to pay overtime compensation, (3) failure

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to provide meal periods, (4) failure to provide rest periods, (5) failure to indemnify necessary business expenses, (6) waiting time penalties, (7) wage statement violations, and (8) violation of Cal. Bus. & Prof. Code section 16600 et seq. (unlawful noncompetition, nonsolicitation, or other restrictive covenants). Except as set forth in Section 5.2 of the Settlement 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, workers' compensation, or claims based on facts occurring outside the Class Period.

PAGA Group Members' PAGA Release. After the Court's judgment is final, and Mercor has paid the Gross Settlement, all PAGA Group Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, 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 Defendants or its related entities based on the facts alleged in the Actions and resolved by this Settlement for the PAGA Period.

All PAGA Group Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and all other Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint and the PAGA Notices, including for: (1) failure to pay minimum wage for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to indemnify necessary business expenses, (6) waiting time penalties, (7) wage statement violations, (8) failure to provide paid sick leave, (9) unlawful non-compete and restrictive policies, (10) whistleblower retaliation, (11) unlawful agreements, and (12) improper background checks.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENTS?

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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $105,000.00 by the total number of PAGA Pay Periods worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Group Member.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. You have until DATE to challenge the number of Workweeks and/or Pay Periods 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.

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You need to support your challenge by sending copies of payment records from Mercor or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and PAGA Group Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check, to the extent possible, to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment. Otherwise, two checks will be sent.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Settlement (*i.e.*, every Non-Participating Class Member).

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 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS 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 you submit communicating your request to be excluded. Be sure to personally sign your request, identify the two actions as *Michael Cox v. Mercor.io Corporation et al.*, Santa Barbara County Superior Court, Case No. 25CV06210 ("Cox Action") and *Sara Adams v. Mercor.io Corporation et al.*, San Francisco County Superior Court, Case No. CGC-25-630506 ("Adams Action"), and include your identifying information (full name, address, telephone number, approximate dates of service, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by DATE, 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 Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel will file in Court a Motion for Final Approval that includes, among other things, the reasons why the

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proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. 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 (https://www.cptgroup.com/) or the Court's website (https://www.sbcourts.org/).

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 Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is DATE. 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 two actions as *Michael Cox v. Mercor.io Corporation et al.*, Santa Barbara County Superior Court, Case No. 25CV06210 and *Sara Adams v. Mercor.io Corporation et al.*, San Francisco County Superior Court, Case No. CGC-25-630506, and include your name, current address, telephone number, and approximate dates of service with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, 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. A Participating Class Member may appear at the Final Approval Hearing to object to the Settlement without having submitted a written objection to the Administrator in advance. *See* Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on DATE at TIME in the Santa Barbara County Superior Court. Class Members may appear at the final approval hearing in person or remotely. Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, 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. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand to verify the date and time of the Final Approval Hearing.

If the Court grants Final Approval of the Settlement, a copy of the Final Approval Order and Judgment will be available to Class Members on the Administrator's website (https://www.cptgroup.com/). No additional notice will be provided unless the Court requires otherwise.

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9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendants and Plaintiffs 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 Administrator's website at https://www.cptgroup.com/. You can also telephone or send the Administrator an email using the contact information listed below, or consult the Santa Barbara County Superior Court website by going to https://www.santabarbara.courts.ca.gov/.

DO NOT CONTACT THE COURT TO OBTAIN INFORMATION OR TO ASK QUESTIONS ABOUT THIS NOTICE OR THE SETTLEMENT.

Class Counsel:

Glenn Danas (gdanas@clarksonlawfirm.com)
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel.: (213) 788-4050

Settlement Administrator:

Name
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK(S)?

If you lose or misplace your settlement check(s) before cashing it/them, the Administrator will replace it/them as long as you request a replacement before the Void Date on the face of the original check(s). If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

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