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ASSURANCE IQ, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TIM CHUNG, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

ASSURANCE IQ, LLC., a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2023-00337274

**STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as
2 of the date set forth below, between Plaintiff Tim Chung, as an individual, as a representative of
3 the proposed Class described herein and as representative of the State of California (“Plaintiff”),
4 and Defendant Assurance IQ, LLC (“Defendant”), who are parties to the above-captioned
5 litigation (together, the “Parties”).

6 **1. DEFINITIONS**

7 1.1 “Action” means the above-captioned action, *Tim Chung v. Assurance IQ, LLC*,
8 Sacramento County Superior Court Case No. 34-2023-00337274.

9 1.2 “Class Counsel” means Kane Moon, H. Scott Leviant, and Jaeyoung Lee of Moon
10 Law Group, P.C.

11 1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement
12 Class Member, their name, last known address, social security number, and number of Eligible
13 Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to
14 determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on
15 Defendant’s payment and Delta system activity records and provided in a format acceptable to the
16 Settlement Administrator.

17 1.4 “Class Settlement Period” means the time period from October 30, 2020, through
18 April 30, 2024, subject to the escalator/truncator clause, subject to section 3.3.2 below.

19 1.5 “Class Representative” or “Plaintiff” means Plaintiff Tim Chung.

20 1.6 “Class Representative’s Released Claims” means any and all claims, obligations,
21 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever
22 kind and nature, character, and description, whether in law or equity, whether sounding in tort,
23 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
24 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
25 including all unknown claims covered by California Civil Code Section 1542, by the Class
26 Representative, arising at any time up to and including the date on which the Court enters the
27 Order of Final Approval, for any type of relief, including without limitation claims for wages,
28 premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time

1 penalties), general damages, compensatory damages, liquidated damages, punitive damages,
2 interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
3 declaratory relief. The Class Representative's Released Claims also include, but are not limited
4 to, the Released Claims as well as any other claims under any provision of the Fair Labor
5 Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare
6 Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or
7 federal discrimination statutes, including, without limitation, the California Government Code;
8 the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California
9 Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United
10 States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older
11 Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights
12 Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of
13 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with
14 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of
15 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee
16 Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification
17 Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their
18 implementing regulations and interpretive guidelines; any and all claims for monetary recovery
19 and personal or individual relief, except as prohibited by law; and any premiums, penalties,
20 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or
21 accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete
22 and general release to the maximum extent by law. Notwithstanding the foregoing, the release of
23 the Class Representative's Released Claims do not include any claim or right that is not waivable
24 as a matter of law.

25 1.7 "Court" means the Sacramento County Superior Court.

26 1.8 "Defendant's Counsel" means Sarah Zenewicz and Sarah Davidson of Morgan,
27 Lewis & Bockius LLP.
28

1 1.9 “Effective Date” means the date of the court’s final approval of this Settlement
2 once it becomes a judgment that is no longer subject to challenge, including without limitation
3 after any and all appeal deadlines have passed or after any appeals have been exhausted.

4 1.10 “Eligible Workweeks” shall mean the workweeks that each Settlement Class
5 Member worked for Defendant in California during the Class Settlement Period.

6 1.11 “Eligible Pay Periods” shall mean the pay periods that each PAGA Member
7 worked for Defendant in California during the PAGA Settlement Period.

8 1.12 “Enhancement Award” means the amount approved by the Court to be paid to the
9 Class Representative, in recognition of his efforts in coming forward as Class Representative and
10 as consideration for a full, general, and comprehensive release of the Class Representative’s
11 Released Claims, which shall be in addition to his portion of the Net Settlement Amount.

12 1.13 “Final Approval Date” means the date on which the Court enters the Order of
13 Final Approval.

14 1.14 “Final Approval Hearing” means a hearing set by the Court, to take place on a date
15 established by the Court, for the purpose of (i) determining the fairness, adequacy, and
16 reasonableness of the Stipulation terms and associated Settlement pursuant to class action
17 procedures and requirements; (ii) determining the amount of the award of attorneys’ fees and
18 costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to the Class
19 Representative; and (iv) entering the Judgment.

20 1.15 “Gross Settlement Amount” shall mean the amount that Defendant will pay in
21 settlement of this matter, subject to section 3.2.2 below. The Gross Settlement Amount includes
22 all awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs,
23 Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the
24 LWDA), and payments to the Participating Class Members.

25 1.16 “Individual PAGA Payment” means the individual amounts paid from the PAGA
26 Payment to the individual PAGA Members for settlement of claims for civil penalties under
27 PAGA.

1 1.17 “Individual Settlement Payment” means the settlement amount due each
2 Participating Class Member from the Net Settlement Amount.

3 1.18 “LWDA” means the California Labor and Workforce Development Agency.

4 1.19 “LWDA PAGA Payment” means the payment to the LWDA from the PAGA
5 Payment for settlement of claims for civil penalties under PAGA.

6 1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available
7 for distribution to the Participating Class Members, which shall equal the Gross Settlement
8 Amount less PAGA Payment, Court-approved attorneys’ fees and costs award to Class Counsel,
9 Settlement Administration Costs, and the Enhancement Award.

10 1.21 “Notice of Settlement” means the document provided to Settlement Class
11 Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

12 1.22 “PAGA Members” means all persons who worked for Defendant in California as
13 an insurance agent classified as an independent contractor at any time during the PAGA
14 Settlement Period.

15 1.23 “PAGA Payment” means the payment in settlement of all claims for PAGA
16 penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will
17 be distributed as Individual PAGA Payments to the PAGA Members.

18 1.24 “PAGA Settlement Period” means all means the period from March 30, 2022,
19 through the end of the Class Settlement Period.

20 1.25 “Participating Class Members” means the Settlement Class Members who do not
21 timely request to be excluded from the class portion of the settlement. No claim form is required
22 for a Settlement Class Member to become a Participating Class Member.

23 1.26 “Preliminary Approval Date” means the date the Court enters the Order
24 preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

25 1.27 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”)
26 created under Internal Revenue Code Section 468B, to be overseen by the Settlement
27 Administrator.

1 1.28 “Released Class Claims” means any and all federal, state and local law claims,
2 rights, demands, liabilities, and causes of action, that were alleged, or reasonably could have been
3 alleged, based on facts alleged in the forthcoming Second Amended Complaint that arose or
4 accrued during the Class Settlement Period including causes of action for (1) failure to pay
5 minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest break
6 violations; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final
7 wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business
8 practices based on the same alleged Labor Code violations; and (9) all claims for interest,
9 penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described
10 above and including, but not limited to, pursuant to any Wage Orders, Labor Code §§ 210, 218.5,
11 218.6, Code of Civil Procedure §1021.5.

12 1.29 “Released PAGA Claims” means claims for civil penalties under PAGA that were
13 alleged, or reasonably could have been alleged, based on the allegations in the PAGA Notices and
14 the forthcoming Second Amended Complaint that arose or accrued during the PAGA Settlement
15 Period, including but not limited to claims for violations of the California Labor Code for (1)
16 failure to pay for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime
17 wage; (3) meal period violations; (4) rest break violations; (5) failure to maintain accurate records
18 of hours worked and meal periods; (6) failure to reimburse and indemnify expenses; (7) failure to
19 pay all accrued vacation wages at termination; (8) failure to timely pay all wages at termination;
20 (9) failure to furnish accurate itemized wage statements; (10) failure to pay all earned wages
21 twice per month; (11) willful misclassification; and (12) violations of or claims for civil penalties
22 under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558,
23 1174.5, 1194, 1197, 1197.1, 1198, 2699, et seq, and 2802.

24 1.30 “Released Parties” means Defendant and Prudential Financial, Inc. and any parent,
25 subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter
26 egos, joint venturers, and actual or alleged joint employers), and each of their respective past,
27 present and future agents, employees, servants, officers, directors, partners, members, trustees,
28 fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a

1 company/corporation and/or partnership that is, directly or indirectly, under common control with
2 that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors,
3 insurers, and consultants.

4 1.31 “Response Deadline” means sixty (60) days after the Settlement Administrator
5 mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which
6 Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the
7 Settlement, (b) postmark any written objection to the Settlement, and (c) postmark any Eligible
8 Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class
9 Members to whom the Notice of Settlement is remailed after having been returned as
10 undeliverable to the Settlement Administrator shall be seventy (70) calendar days after the
11 Settlement Administrator’s initial mailing of the Notice of Settlement to Settlement Class
12 Members, or fourteen (14) days after the re-mailing, whichever is later.

13 1.32 “Settlement Administration Costs” means the costs payable from the Gross
14 Settlement Amount to the Settlement Administrator for administering this Settlement in
15 accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

16 1.33 “Settlement Administrator” means ILYM Group, Inc., who shall be responsible for
17 the administration of the Settlement, distribution of any amounts owed under this Settlement, and
18 matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to
19 appointment by the Court.

20 1.34 “Settlement Class” or “Settlement Class Members” means all persons who worked
21 for Defendant in California as an insurance agent classified as an independent contractor at any
22 time during the Class Settlement Period.

23 2. **RECITALS**

24 2.1 **Background and Procedural History**

25 2.1.1 On March 30, 2023, Plaintiff sent a PAGA notice to the LWDA regarding
26 alleged violations of the California Labor Code on behalf of “aggrieved employees” defined as
27 current and former California non-exempt employees of Defendant.
28

1 2.1.2 On April 3, 2023, Plaintiff filed a Class Action Complaint in Sacramento
2 Superior Court on behalf of California non-exempt employees alleging causes of action for (1)
3 failure to pay minimum wage; (2) failure to pay overtime compensation; (3) meal period
4 violations; (4) rest break violations; (5) failure to indemnify reasonable and necessary business
5 expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate
6 itemized wage statements; (8) violation of the California unfair competition law (“UCL”) based
7 on the same alleged Labor Code violations.

8 2.1.3 On June 8, 2023, Plaintiff submitted an amended PAGA notice to the
9 LWDA to revise the definition of “aggrieved employees” to cover insurance agents classified as
10 independent contractors who worked for Defendant in California.

11 2.1.4 On June 9, 2023, Plaintiff filed a First Amended Complaint to add a claim
12 for civil penalties under PAGA and revised the class definition to include insurance agents
13 classified as independent contractors who worked in California.

14 2.1.5 On October 27, 2023, the Court granted a Motion to Compel Arbitration,
15 dismissing Plaintiff’s class claims and ordering Plaintiff to arbitrate his individual class and
16 PAGA claims.

17 2.1.6 On December 6, 2023, Plaintiff filed a demand for arbitration with JAMS.

18 2.1.7 On October 30, 2024, the Parties mediated with experienced wage and hour
19 mediator Michael D. Young. Prior to the mediation the Parties exchanged documents and
20 Defendant produced a sample of online activity and pay data for the putative class. The Parties
21 reached a class and PAGA settlement in principle through arms-length negotiations and then
22 memorialized the settlement with a Memorandum of Understanding.

23 2.1.8 On December 19, 2024, in connection with the settlement, Plaintiff
24 submitted a further amended PAGA notice to the LWDA to add allegations of willful
25 misclassification under Labor Code section 226.8.

26 2.1.9 On March 20, 2025, the Parties stipulated to request the Court grant
27 Plaintiff leave to file the Second Amended Complaint to adds a claim for civil penalties under
28

1 PAGA for willful misclassification and includes claims originally alleged on behalf of the
2 Settlement Class Members. On April 16, 2025, Plaintiff filed the Second Amended Complaint.

3 2.2 Benefits of Settlement

4 2.2.1 Based on their own independent investigations and evaluations, Class
5 Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set
6 forth herein, considering the representative and class claims, and the risk of loss, is fair,
7 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests
8 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and
9 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
10 surrounding the risk of further litigation, the possibility of losing class certification, that the
11 PAGA claim could be deemed unmanageable or otherwise could not be tried on behalf of all
12 PAGA Members, and the defenses that Defendant has asserted and/or could assert as to the
13 substantive merit of the claims.

14 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to
15 the Settlement Class against the expenses and length of continued proceedings that would be
16 necessary to prosecute the Action against Defendant through class certification, through
17 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also
18 taken into account the uncertain outcome and risk of any litigation, especially in complex actions
19 such as class and representative actions, as well as the difficulties and delay inherent in such
20 litigation. As a result, Class Counsel has determined that the settlement set forth in this
21 Stipulation of Settlement is in the best interests of the Settlement Class.

22 2.2.3 Defendant and the Released Parties specifically and generally deny any and
23 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
24 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
25 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has
26 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
27 that it is desirable that the Action be fully and finally settled in the manner and upon the terms
28 and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty

1 and risks inherent in any litigation. Defendant has therefore determined that it is desirable and
2 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in
3 this Stipulation.

4 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,
5 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
6 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the
7 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class
8 action requirements or that any PAGA claim could be tried. There has been no final
9 determination by any court as to the merits of the claims asserted by Plaintiff against Defendant,
10 as to whether a class action should be certified, or that any PAGA claim is manageable.

11 2.2.5 This Agreement shall not affect the validity of any arbitration agreements
12 and/or release agreements applicable to Plaintiff or to any Settlement Class Member or Aggrieved
13 Employee. Each Defendant reserves the ability and does not waive the right to enforce arbitration
14 agreements in any other action, or in this action as to any arbitrable claims or Plaintiff and/or any
15 Class Member or Aggrieved Employee should settlement not be approved

16 3. **SETTLEMENT TERMS**

17 3.1 **Amendment of Pleadings.** In connection with approval of this Settlement,
18 Plaintiff filed a Second Amended Complaint that adds a claim for civil penalties under PAGA for
19 willful misclassification and includes claims originally alleged on behalf of the Settlement Class
20 Members. If the Court denies the final approval of this Settlement or if for any reason the
21 Settlement does not become final or the Effective Date will not occur, then the Second Amended
22 Complaint will be stricken and the case will return to the status quo as if the Settlement had not
23 occurred, and the First Amended Complaint, without the causes of action that were previously
24 dismissed, will be the operative complaint.

25 3.2 **Conditional Class Certification.** The Parties stipulate, for settlement purposes
26 only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does
27 not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any
28

1 other reason, the Settlement Class will be decertified and Defendant shall, and hereby does, retain
2 the right to dispute the appropriateness of class certification.

3 3.3 Gross Settlement Amount

4 3.3.1 Gross Settlement Amount: The total settlement amount the Defendant
5 shall pay is \$345,000.00 (the “Gross Settlement Amount”), including payment of Claims
6 Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, Service Award, Individual
7 Settlement Payments, and PAGA Payment. Defendant will pay the employer’s share of payroll
8 taxes due on wages separate and in addition to the Maximum Settlement Amount.

9 3.3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement
10 Period: The Parties negotiated a settlement based on an estimated 17,500 workweeks from the
11 start of the Settlement Class Period until the mediation. If the actual number of workweeks
12 worked by Class Members during the Class Settlement Period exceeds 17,500 workweeks by ten
13 percent (10%), meaning that the actual workweeks worked by Class Members during the Class
14 Period is greater than 19,215 workweeks, then Defendant shall have the option to either (i)
15 establish the start date of the Class Settlement Period so that the 19,215th workweek coincides
16 with the end of the Class Settlement Period, or (ii) the Gross Settlement Amount will increase pro
17 rata per additional workweek over the 10% increase, i.e., if the workweeks during the Class
18 Settlement Period are 19,600, which is 12% greater than the estimate at mediation, then the Gross
19 Settlement Amount increases by 2% to \$357,000. Defendant will select the option before Class
20 Notice is sent out to the Settlement Class Members.

21 3.4 Allocation of Gross Settlement Amount

22 3.4.1 Class Representative Enhancement Award: The Class Representative’s
23 Enhancement Award, which is in addition to the Class Representative’s Individual Settlement
24 Payment from the Net Settlement Amount and Individual PAGA Payment, will, subject to Court
25 approval, be paid out of the Gross Settlement Amount and will not exceed \$5,000 for his service
26 and assistance to the Class and for execution of the Class Representative Release. Defendant will
27 not oppose the application except that Defendant reserves the right to challenge a request for an
28 Enhancement Award that exceeds the parameters established by this Stipulation. Any amount of

1 the Class Representative's Enhancement Award that is not awarded by the Court shall be added to
2 the Net Settlement Amount.

3 3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an
4 award of reasonable attorneys' fees not to exceed one third of the Gross Settlement Amount,
5 \$115,000, and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket
6 costs incurred in the Action up to an additional \$15,000.00 to be paid out of the Gross Settlement
7 Amount. Defendant will not oppose the application except that Defendant reserves the right to
8 challenge Class Counsel's request for fees and costs if the requests exceed the parameters
9 established by this Stipulation. The Settlement Administrator shall issue IRS Forms 1099 to
10 Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and
11 legally responsible for paying any and all applicable taxes on the fees and costs award. Any
12 amount of Class Counsel's requested fees and costs that is not awarded by the Court shall be
13 added to the Net Settlement Amount. Neither Class Counsel nor any other attorneys acting for, or
14 purporting to act for, the Settlement Class, Settlement Class Members, or Plaintiff, may recover
15 or seek to recover any amounts for fees, costs, or disbursements from the Defendant or the
16 Released Parties except as expressly provided herein.

17 3.4.3 Settlement Administrator Costs: The Settlement Administration Costs
18 incurred by the Settlement Administrator as a result of the procedures and processes expressly
19 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated
20 not to exceed \$15,000.00. Under no circumstances will Defendant be required to contribute
21 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected
22 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of
23 administering the Settlement, including all tax document preparation, custodial fees, and
24 accounting fees incurred by the Settlement Administrator; all costs and fees associated with
25 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with
26 preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement
27 Class Members; all costs and fees associated with communicating with Settlement Class
28 Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing,

1 processing, reviewing, and paying the payments due under this Stipulation, and resolving
2 disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes,
3 making related payment to federal and state tax authorities, and issuing tax forms relating to
4 payments made under the Settlement; all costs and fees associated with preparing any tax returns
5 and any other filings required by any governmental taxing authority or agency; all costs and fees
6 associated with preparing any other notices, reports, or filings to be prepared in the course of
7 administering payments due under this Stipulation; and any other costs and fees incurred and/or
8 charged by the Settlement Administrator in connection with the execution of its duties under this
9 Stipulation. Any amount of Settlement Administration Costs that is not awarded by the Court
10 shall be added to the Net Settlement Amount.

11 3.4.4 Individual Settlement Payments to Participating Class Members: Each
12 Participating Class Member will be entitled to receive an Individual Settlement Payment, which
13 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement
14 Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each
15 Participating Class Member worked during the Class Settlement Period. There is no need for a
16 Participating Settlement Class Member to submit a claim form in order to be eligible for and to
17 receive an Individual Settlement Payment. To determine each Settlement Class Member's
18 estimated "Individual Settlement Payment," the Settlement Administrator will use the following
19 formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all
20 Settlement Class Member Eligible Workweeks × Net Settlement Amount. The Parties recognize
21 that the Individual Settlement Payments to be paid to Participating Class Members reflect
22 settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

23 3.4.5 PAGA Payment: A total amount of \$35,000 from the Gross Settlement
24 Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-
25 five percent (75%) of this amount (\$26,250) will be the LWDA PAGA Payment to paid to the
26 LWDA and the remaining twenty-five (25%) of this amount (\$8,750) shall be distributed to the
27 PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not
28 approved by the Court shall be added to the Net Settlement Amount and any additional amount

ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA Settlement Period.

3.5 **Taxation**

3.5.1 Tax Treatment of Individual Settlement Payments. For tax purposes, the Parties agree that 33% of each Participating Class Members' individual payment shall constitute payment in the form of wages and each Participating Class Member will be issued an IRS Form W-2 for such payment to him or her. The remaining 67% of each Participating Class Members' individual payment shall constitute settlement for reimbursement of expenses, penalties and interest and each Participating Class Member will be issued an IRS Form 1099 for such payment to him or her, if required by law. The Settlement Administrator will mail the required tax forms and make them electronically available. The Settlement Administrator shall make appropriate tax withholdings from the portion of each Individual Settlement Payment designated as unpaid wages, and shall pay the employer portion of payroll taxes with funds separate from the Gross Settlement Amount to be furnished by Defendant. Participating Class Members will be responsible for paying all other taxes due on their Individual Settlement Payments. Other than as set forth above, the Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual Settlement Payments, and entry of the Order of Final Approval by the Court shall be deemed authority not to make any such deductions, withholdings, or additional payments.

3.5.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required by law, which will be issued by mail and electronically. PAGA Members will be responsible for paying all taxes due on their Individual PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or

1 other insurance payments or premiums, employee 401(k) contributions or matching employer
2 contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or
3 with respect to the Individual PAGA Payments.

4 3.5.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of
5 this section, the “acknowledging party” and each Party to this Stipulation other than the
6 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this
7 Stipulation, and no written communication or disclosure between or among the Parties or their
8 attorneys and other advisers, is or was intended to be, nor shall any such communication or
9 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
10 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
11 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
12 tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
13 entered into this Stipulation based upon the recommendation of any other party or any attorney or
14 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
15 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
17 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of
18 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
19 treatment or tax structure of any transaction, including any transaction contemplated by this
20 Stipulation.

21 3.6 **No Effect on Employee Benefits**. Neither this Settlement nor any amounts paid
22 under the Settlement will modify any previously credited hours or service under any employee
23 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
24 form the basis for additional contributions to, benefits under, or any other monetary entitlement
25 under the Released Parties’ sponsored benefit plans, policies, or bonus programs. The payments
26 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a
27 going forward basis, as salary, earnings, wages, or any other form of compensation for the
28 purposes of the Released Parties’ benefit plans, policies, or bonus programs. The Released

Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by Stipulation of this Settlement.

3.7 Releases

3.7.1 Class Representative’s Release. Upon Final Approval, the Class Representative shall be deemed to have fully, finally, and forever released the Released Parties from all Class Representative’s Released Claims through the Final Approval Date. Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that Plaintiff now knows or believes to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits 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.

Notwithstanding the foregoing, Class Representative does not waive or release any claim which cannot be waived or released by private agreement or law. Further, nothing in this Stipulation shall prevent Class Representative from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Class Representative, however, understand that by signing this Stipulation, he waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief

1 available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards
2 or relief that may not lawfully be waived.

3 3.7.2 Participating Class Member Release. As of the date Defendant fully funds
4 the Gross Settlement Amount as described in Section 4.9, below, all Participating Class Members
5 fully and finally release the Released Parties from the Released Claims that arose during the Class
6 Settlement Period.

7 3.7.3 The State of California, Plaintiff and PAGA Member Release. As of the
8 date Defendant fully funds the Gross Settlement Amount as described in Section 4.9, below,
9 Plaintiff, as representative of the State of California and on behalf of the LWDA and as
10 representative of the PAGA Members, fully and finally releases the Released Parties from the
11 PAGA Released Claims for the PAGA Settlement Period.

12 4. **APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION**

13 4.1 **Preliminary Approval**

14 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and
15 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the
16 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior
17 review and approval. Plaintiff will provide the motion for preliminary approval and supporting
18 documents, and any renewed motions, supplemental briefing or declarations (if any) later ordered
19 or required by the Court, to Defendant for its review and approval at least seven (7) days before
20 filing.

21 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing
22 of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to
23 the LWDA.

24 4.1.3 The Court's preliminary approval of this Settlement shall be embodied in
25 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement
26 and providing for Notice of Settlement to be mailed to the Class in materially the same format
27 attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The
28 Notice of Settlement shall advise Settlement Class Members of their options, which include filing

1 an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an
2 Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no
3 action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if
4 applicable).

5 **4.2 Notice**

6 **4.2.1 Delivery of Class Data:** No later than thirty (30) calendar days after the
7 Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement
8 Administrator. The Settlement Administrator shall maintain the Class Data, and all data
9 contained within the Class Data, as private and confidential and shall not disclose such data to
10 any persons or entities, unless otherwise required by law. The information in the Class Data is
11 being supplied solely for purposes of the administration of the settlement and cannot be used by
12 the Settlement Administrator or any agent or representative of the Settlement Administrator for
13 any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with
14 the U.S. Postal Service National Change of Address Database and update any addresses for the
15 Settlement Class Members.

16 **4.2.2 Notice By First-Class Mail.** Within 14 calendar days of the receipt of the
17 Class Data, the Settlement Administrator will send via United States first class mail the Notice of
18 Settlement to the Settlement Class Members. If any Notice of Settlement is returned to the
19 Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace
20 using that Settlement Class Member's social security number in an effort to attempt to ascertain
21 the current address of the Settlement Class Member. If such an address(es) is ascertained, the
22 Settlement Administrator shall re-mail the Notice of Settlement within seven calendar days. If
23 alternative addresses are obtained for a Settlement Class Member, the Settlement Administrator
24 shall send the Notice of Settlement to up to two (2) alternative addresses.

25 **4.3 Opt-Out Requests**

26 **4.3.1** Settlement Class Members, except for the Class Representative, will have
27 until the Response Deadline within which to opt out of the class portion of this Settlement;
28 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA

1 Members will be mailed an Individual PAGA Payment and be bound by the release of the
2 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement
3 Class Members who want to opt out must timely submit a signed and dated written request to be
4 excluded from the class portion of the Settlement to the Settlement Administrator (“Opt-Out
5 Request”). The Opt-Out Request must be postmarked on or before the Response Deadline,
6 include the case name and number, the Settlement Class Member’s name, address, and last four
7 of their social security number, must be signed by the Settlement Class Member, and must
8 reasonably communicate the Settlement Class Member’s election to be excluded from the class
9 Settlement. The Settlement Administrator’s Declaration regarding the results of the notice
10 process shall, for privacy purposes, identify each Class Member who timely requests exclusion
11 from the class Settlement by stating the first two letters of the first and last name of each such
12 individual.

13 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
14 Request shall be deemed a Participating Class Member and bound by this Settlement including
15 the Participating Class Member Release. Settlement Class Members who timely submit an
16 executed Opt-Out Request will not be bound by the Participating Class Member Release and will
17 not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement
18 Class Members of their ability to opt-out of the class portion of the Settlement and of the
19 consequences thereof, and further inform them that they cannot opt out of the PAGA settlement.
20 Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an
21 Opt-Out Request.

22 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
23 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the
24 Objection invalid and the individual will not be deemed a Participating Class Member.

25 4.4 **Objections.** Participating Class Members, except for the Class Representative,
26 may object to the Settlement in person at the Final Approval Hearing and/or in writing.
27 Participating Class Members, except for the Class Representative, will have until the Response
28 Deadline to submit a written objection to the Settlement Administrator. Only Settlement Class

1 Members who have not filed an Opt-Out Request (i.e., Participating Class Members) may object
2 to the Settlement. The written objection must be mailed to the Settlement Administrator, include
3 the case number and name of this case, should state the Participating Class Member's name and
4 address and describe the reason(s) why the Participating Class Member objects to the Settlement
5 and include or attach any documents upon which the objection is based. The Settlement
6 Administrator's Declaration regarding the results of the notice process shall authenticate and
7 attach to the Declaration any timely, written objections. Class Counsel will submit any written
8 objections to the Court with the Motion for Final Approval. The Court will consider all oral
9 objections made in person or through counsel at the Final Approval Hearing. The Parties and
10 their counsel agree that they will not solicit, encourage, counsel or advise any individual to object
11 to the Settlement.

12 **4.5 Eligible Workweek and Eligible Pay Period Disputes.** Participating Class
13 Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if
14 they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class
15 Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement.
16 Participating Class Members and PAGA Members may do this by submitting information to the
17 Settlement Administrator in writing no later than the Response Deadline. The Settlement
18 Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the
19 dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay
20 Periods to be credited to that Participating Class Member or PAGA Member, the Court shall
21 make the final decision based on the information presented by the individual and the Parties.

22 **4.6 Certification Reports by the Settlement Administrator.** The Settlement
23 Administrator will, on a weekly basis during and for a reasonable period following distribution of
24 the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the
25 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written
26 Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections
27 shall be provided to the Parties' counsel within two (2) days of receipt by the Settlement
28

1 Administrator. To the extent practicable, the weekly updates shall also provide updated data on
2 the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts.

3 **4.7 Nullification of Settlement.** Defendant shall have the sole right to void and
4 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) two percent
5 (2%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b)
6 the Settlement is construed in such a fashion that Defendant would be required to pay more than
7 the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes,
8 subject to section 3.2.2; or (c) the Court does not certify the Settlement Class, or does not certify a
9 class releasing all of the Released Class Claims defined in this Stipulation, or does not approve
10 the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an
11 order inconsistent with any of the material terms (as determined by Defendant) of this Settlement;
12 (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents
13 the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class
14 Counsel materially breach the Settlement.

15 **4.8 Final Approval and Entry of Final Judgment**

16 **4.8.1** Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
17 of an "Order of Final Approval" and associated entry of Judgment: (a) certifying the Settlement
18 Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in
19 the best interests of the Participating Class Members, (c) approving the PAGA Payment to the
20 LWDA and the PAGA Members; (d) approving Class Counsel's application for an award of
21 attorneys' fees and costs, (e) approving the Class Representative's application for an
22 Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs,
23 and (g) releasing and barring any further Released Class Claims by Participating Class Members
24 and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will provide the
25 motion for final approval and supporting declarations, or any later-filed supplemental papers in
26 support of the motion for final approval, to Defendant for its review and approval at least seven
27 days before filing. The Parties and their respective counsel shall make all reasonable efforts to
28 secure entry of the Order of Final Approval. The proposed Order of Final Approval and the

1 associated proposed Judgment shall be filed with the Court with the motion for final approval, or
2 as otherwise directed by the Court.

3 4.8.2 Class Representative and Class Counsel shall be responsible for justifying
4 the amount of the Enhancement Award and attorneys' fees and costs to the Court, and they agree
5 to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any
6 appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less
7 than the amount requested for the Enhancement Award for the Class Representative, only the
8 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant
9 under this Stipulation.

10 4.8.3 Within ten days following the Effective Date, Class Counsel shall submit a
11 copy of the Order of Final Approval and Judgment entered by the Court to the LWDA, as
12 required by Labor Code section 2699(1)(3).

13 4.8.4 If an appeal results in an order materially modifying, setting aside, or
14 vacating any portion of the Stipulation, with the exception of any modification of the amount of
15 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award
16 paid to the Class Representative, each party adversely impacted by the order shall have the right
17 to treat such order as an event preventing Final Approval. To exercise this right, the party must
18 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,
19 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or
20 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such
21 order as an event permanently preventing Final Approval, that Party must meet and confer in
22 good faith with the other Party to determine if an agreement can be reached modifying this
23 Settlement to the mutual satisfaction of the Parties.

24 4.8.5 If the Final Approval does not occur, or if this Stipulation is terminated or
25 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to
26 their respective status as of the date and time immediately prior to the execution of this
27 Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the
28 form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,

1 cancelled, declared void, or fails to become effective in accordance with its terms, or if the
2 Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this
3 Stipulation (except for those provisions relating to non-admission, denial of liability set forth
4 herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and
5 void, its terms and provisions shall have no further force and effect and shall not be used in this
6 Action or in any other proceeding for any purpose, and any Judgment or order entered by the
7 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.
8 Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or
9 reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs
10 to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Award
11 paid to the Class Representative, shall constitute grounds for cancellation or termination of the
12 Stipulation, or grounds for limiting any other provision of the Judgment.

13 **4.9 Funding and Distribution of the Settlement Proceeds**

14 4.9.1 Within twenty-one (21) calendar days after the Effective Date or within
15 seven (7) days of the Settlement Administrator providing all information necessary for Defendant
16 to transfer funds to the Qualified Settlement Fund, whichever is later, Defendant shall pay the
17 Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the
18 Settlement Administrator.

19 4.9.2 Within fifteen (15) calendar days after Defendant funds the Qualified
20 Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to
21 Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA
22 PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel,
23 and the court-approved Enhancement Award to the Class Representative.

24 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of
25 all distributions from the Qualified Settlement Account and upon completion of administration of
26 that portion of the Settlement, the Settlement Administrator shall provide written certification,
27 under penalty of perjury, of such completion to the Court and counsel for all Parties.
28

1 4.9.4 Upon completion of administration of the Settlement, the Settlement
2 Administrator shall provide written certification, under penalty of perjury, of such completion to
3 the Court, Class Counsel and Defendant's Counsel.

4 4.10 **Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance,
5 funds from undeposited Individual Settlement Payment, Individual PAGA Payment, and PAGA
6 Settlement checks shall be tendered to the State Controller's Office, Unclaimed Property Division
7 in the name of the recipient. Even if a Participating Class Member or PAGA Member does not
8 cash or deposit his or her settlement payment check(s) within one-hundred eighty (180) calendar
9 days of issuance, the Stipulation of Settlement, including its release, will be binding on that
10 Participating Class Member or PAGA Member.

11 **5. MISCELLANEOUS PROVISIONS**

12 5.1 **This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
13 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
14 Settlement in arms-length negotiations, taking into account all relevant factors, present and
15 potential.

16 5.2 **Dismissal of Arbitration.** Upon Final Approval of the Settlement, Plaintiff shall
17 dismiss his arbitration with prejudice.

18 5.3 **Invalidity of Any Provision.** Before declaring any provision of this Stipulation
19 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
20 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
21 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,
22 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,
23 lawful, and enforceable.

24 5.4 **No Admission.** Neither the acceptance nor the performance by Defendant of the
25 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed
26 to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the
27 allegations in the Complaint, the representative character of the Action, the validity of any of the
28 claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or

1 PAGA Members in the Action, or of any liability or guilt of Defendant or the Released Parties in
2 the Action. Nothing in this Stipulation shall be construed to be or deemed an admission by
3 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement
4 Class Members, or any other person, and Defendant specifically disclaims any liability,
5 culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, PAGA
6 Members and any other person. Each of the Parties has entered into this Stipulation with the
7 intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
8 contingencies.

9 **5.5 Cooperation.** The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
11 execution of such other documents and the taking of such other action as may reasonably be
12 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
13 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that
14 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms
15 set forth herein.

16 **5.6 Privacy of Documents and Information.** Plaintiff and Class Counsel agree that
17 none of the documents and information provided to them by Defendant in connection with the
18 Action and this Settlement shall be used for any purpose (including in any other litigation) other
19 than this Settlement of the Action.

20 **5.7 Notices.** Unless otherwise specifically provided herein, all notices, demands, or
21 other communications given hereunder shall be in writing and shall be deemed to have been duly
22 given as of the third business day after mailing by United States certified mail, return receipt
23 requested, addressed as follows:

24 **To the Class Counsel:**

25 Kane Moon
26 H. Scott Leviant
27 Jaeyoung Lee
28 Moon Law Group, P.C.
 725 S. Figueroa St., 31st Floor
 Los Angeles, California 90017

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To Defendant:

Sarah Zenewicz
Sarah A. Davidson
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, California 94105-1126

5.8 **Drafting.** The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation.

5.9 **Publicity.** Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's counsel agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the terms of the settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff understands that prior to the filing of a motion for preliminary approval, the Settlement is confidential and agrees to keep it confidential. From and after preliminary approval of the settlement, Plaintiff and Plaintiff's counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as class counsel, communicate regarding the specific terms of the settlement. In all other cases, Plaintiff and Plaintiff's counsel agrees to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Plaintiff's counsel's duties and obligations to faithfully discharge their duties as class counsel, including but not limited to, communicating with Settlement Class Members regarding the settlement, and nothing shall prohibit Plaintiff's counsel from referring to the settlement in adequacy of counsel declarations or related court filings.

1 **5.10 No Exclusion by Class Representative.** The Class Representative, by signing
2 this Stipulation, is bound by the terms herein and further agrees not to request to be excluded
3 from the Settlement and not to object to any terms of this Stipulation. Any such request for
4 exclusion or objection shall therefore be void and of no force or effect. Defendant, Class
5 Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge
6 whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and
7 such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees,
8 costs or the Enhancement Award. However, either Party may appeal in the event an objector's
9 objection is upheld by the trial court.

10 **5.11 Computation of Time.** If the prescribed time period in which to complete the
11 required or permitted action expires on a Saturday, Sunday or legal holiday, such time period
12 shall be continued to the following business day.

13 **5.12 Modification.** This Stipulation may not be changed, altered, or modified, except
14 in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be
15 discharged except by performance in accordance with its terms or by a writing used by the Parties
16 hereto.

17 **5.13 Binding on Successors.** This Stipulation shall be binding upon and inure to the
18 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
19 successors, and assigns.

20 **5.14 Execution in Counterparts.** This Stipulation shall become effective upon its
21 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
22 execution of counterparts shall have the same force and effect as if all Parties had signed the same
23 instrument.

24 **5.15 Jurisdiction.** The Court shall retain jurisdiction with respect to the
25 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to
26 the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied
27 in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained
28 only in the Court.

5.16 **Headings.** Paragraph titles or captions contained in the Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation, or any provision thereof.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

TIM CHUNG

Dated: 01/15, 2026

By:

DocuSigned by:
TIM CHUNG
C14D7E100552435...
Tim Chung

ASSURANCE IQ, LLC

Dated: December 23, 2025

By:

DocuSigned by:
John Sieb
46D19D5A9BFB483...

John Sieb
VP, Legacy Business Solutions

APPROVED AS TO FORM:

MOON LAW GROUP, PC

Dated: January 15, 2026

By:

H. S. Leviant
Kane Moon
H. Scott Leviant
Jaeyoung Lee
Counsel for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: December 23, 2025

By:

Signed by:
Sarah Zenewicz
DFE1B1B3E3C4DF...
Sarah Zenewicz
Sarah A. Davidson
Attorney for Defendant
ASSURANCE IQ, LLC

Exhibit 1

Chung v. Assurance IQ, LLC
Sacramento County Superior Court Case No. 34-2023-00337274

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF SETTLEMENT

To: Former insurance agents of Assurance IQ, LLC who worked in California and were classified as independent contractors at any time period from October 30, 2020, through April 30, 2024 (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING OR AT THE HEARING	Write to the Court if you think the settlement is not fair or appear at the Final Approval hearing to speak to the Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. **What is this Class and PAGA Action and Settlement about?**

On April 3, 2023, Plaintiff Tim Chung filed this “Action” in Superior Court in Sacramento County. In his operative Second Amended Complaint, he alleges causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime compensation; (3) meal period violations; (4) rest break violations; (5) failure to indemnify reasonable and necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) violation of the California unfair competition law (“UCL”) based on the same alleged Labor Code violations; and (9) for civil penalties under the California Private Attorneys’ General Act (“PAGA”) based on the same alleged Labor Code violations and for willful misclassification.

Defendant denies all allegations in the Action and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class, collective or representative treatment. Through arms-length negotiations with an experienced wage and hour mediator, the Parties reached a class, collective and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. **Why did I get this notice?**

You received this Notice because Defendant’s records identify you as an insurance agent of Defendant classified as an independent contractor who worked in California at some time during the period from October 30, 2020, through April 30, 2024 (the “Class Settlement Period”). The settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under PAGA. You may also be a “PAGA Member” if you worked for Defendant during the period from March 3, 2022, through the end of the Class Settlement Period (the “PAGA Settlement Period”).

The purpose of this notice is to explain the Action, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Sacramento County Superior Court, and the case is known as *Assurance IQ, LLC* Case No. 34-2023-00337274. The Court held a hearing on [REDACTED], 2026, and Hon. Jill Talley preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED], 2026 at [REDACTED], in Department 27, 720 Ninth Street, Sacramento, California 95814. The Final Approval Hearing may be continued to another date without further notice.

3. **Why is there a settlement?**

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed on a class, collective or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action.

4. **Who are the Attorneys for the Settlement Class and the PAGA Members?**

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon & Yang, APC, 1055 W. Seventh St., Suite 1880 Los Angeles, California 90017, (213) 232-3128.

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$345,000.00 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of \$115,000 and up to \$[REDACTED] in recoverable costs incurred in this Action; Class Representative Enhancement Award of \$5,000 to Plaintiff for his work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Action) and for signing a general release of any claims they may have against Defendant; a \$35,000 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 75% will go to the California Labor Workforce Development Agency (“LWDA”) and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to ILYM Group, Inc, estimated at \$ 9,950.00. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$[REDACTED]. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) of the settlement.

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement.

Each Participating Class Member’s Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Settlement Period (October 30, 2020, through April 30, 2024 (“Eligible Workweeks”)) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for alleged reimbursement of expenses, interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged expenses, interest and penalties if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED].

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$35,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$26,250, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$8,750, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required.

Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (March 30, 2022, through the end of the Class Settlement Period ("Eligible Pay Periods")) as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated Eligible Pay Periods is [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at (888) 250-6810 if you need to update contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2026. *[60 days within mailing of Notice]*. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

Settlement checks should be cashed promptly upon receipt. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

After 180 days, any uncashed checks shall be voided and then tendered to the State Controller's Office, Unclaimed Property Division in the name of the recipient.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members fully and finally release Assurance IQ, LLC and Prudential Financial, Inc. and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants (the “Released Parties”), from any and all federal, state and local law claims, rights, demands, liabilities, and causes of action, that were alleged, or reasonably could have been alleged, based on facts alleged in the Second Amended Complaint that arose or accrued during the Class Settlement Period including causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest break violations; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices based on the same alleged Labor Code violations; and (9) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to any Wage Orders, Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5.

11. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, then, as of the date of the Effective Date, Plaintiff, as representative of the State of California and on behalf of the LWDA and as representative of the PAGA Members, fully and finally releases the Released Parties from claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations in the PAGA Notices and the Second Amended Complaint that arose or accrued during the PAGA Settlement Period, including but not limited to claims for violations of the California Labor Code for (1) failure to pay for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to reimburse and indemnify expenses; (7) failure to pay all accrued vacation wages at termination; (8) failure to timely pay all wages at termination; (9) failure to furnish accurate itemized wage statements; (10) failure to pay all earned wages twice per month; (11) willful misclassification; and (12) violations of or claims for civil penalties under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, *et seq.*, and 2802.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself (“opt out”) of the class settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for the claims asserted in the Action on behalf of the Settlement Class, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, “opt out” of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four numbers of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before , 2026. *[60 days within mailing of Notice]* Opt-out requests postmarked after the deadline will be invalid.

13. If I don't exclude myself from the class settlement, can I sue Defendant for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

You can ask the Court to deny approval by making an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the Action will continue. If that is what you want to happen, you should object. Even if you object, if the Court approves the Settlement, then you will still receive the Individual Settlement Payments unless you opt-out of the Class Settlement and you will be bound by the releases in this Settlement. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number *Chung v. Assurance IQ, LLC*, Case No. 34-2023-00337274, (b) state the Participating Class Member's name and address; (c) describe the reason(s) why the Participating Class Member objects to the Settlement and include or attach any documents upon which the objection is base; (d) be submitted to the Settlement Administrator at [ADDRESS] via U.S. Mail and postmarked on or before [REDACTED], 2026. [60 days within mailing of Notice].

THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED], 2026 at [REDACTED], in Department 23, 720 Ninth Street, Sacramento, California 95814. You may also attend or appear remotely:

To join by Zoom link: - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>

To join by phone: (833) 568-8864 / ID: 16108301121

At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. You should check the Sacramento County Superior Court website (<https://www.saccourt.ca.gov/>) or you can contact Class Counsel to verify the date and time of the Final Approval hearing.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, ILYM Group, Inc. by calling toll free 1-800- 250-6810, or you can write to PO Box 2031, Tustin, CA 92781.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Sacramento's Electronic Filing and Service Website at <https://www.saccourt.ca.gov/civil/e-filing.aspx>, or (b) in person at Records, Superior Court of California, County of Sacramento, 720 Ninth Street, Sacramento, California 95814 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.