PAGA SETTLEMENT AGREEMENT

This agreement to settle claims asserted pursuant to the Private Attorneys General Act ("PAGA Settlement Agreement") is made by and between plaintiff David Sandak ("Plaintiff"), on behalf of himself, all alleged aggrieved employees, and the State of California on the one hand, and defendants Fifth Third Bank, N.A., a successor by merger to Comerica Bank, Comerica Incorporated, Comerica Management Co., and Comerica Management Co., Inc. ("Defendants") on the other hand. This PAGA Settlement Agreement refers to Plaintiff and Defendants collectively as the "Parties," or each side individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means, collectively, Plaintiff's Private Attorneys General Act ("PAGA") lawsuit alleging wage and hour violations, captioned *The California Labor and Workforce Development Agency ex. rel. David Sandak v. Comerica Bank, et al.* filed on June 5, 2023, and subsequently amended on July 20, 2023, pending in Superior Court of the State of California, County of San Francisco, Case No. CGC-23-606913 and Plaintiff's PAGA Notices, as amended.

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

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

1.4 "Aggrieved Employee(s)" means Plaintiff and any person who worked as an exempt Banking Center Manager for Defendants in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means the Aggrieved Employee's full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by each Aggrieved Employee.

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

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

1.8 "Court Approval Order and Judgment" means the Court order and judgment granting approval of the Settlement.

1.9 "Defendants" means and refers to the named defendants Comerica Bank, Comerica Incorporated, and Comerica Management Co., Inc.

1.10 "Defense Counsel" means Sheppard, Mullin, Richter & Hampton LLP by and through Tracey A. Kennedy, Michael T. Campbell, Namal Tantula, and Emma Husseman, the attorneys representing the Defendants in the Action.

1.11 "Effective Date" means the date by which the Settlement, including the Court Approval Order and Judgment, becomes final. For purposes of this PAGA Settlement Agreement, the Settlement "becomes final" only after the latest of (i) the period for filing any appeal, writ, or other appellate proceeding opposing or challenging the Settlement has elapsed without any such appeal, writ, or other appellate proceeding having been filed, which is no sooner than 61 days following the entry of the Court Approval Order and Judgment; (ii) any appeal, writ, or other appellate proceeding opposing or challenging the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; (iii) any appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief; or (iv) the period for filing any motion to intervene, motion to vacate or similar motion attempting to disrupt the Settlement has elapsed without any such motion having been filed, or such motion has been denied and is itself unappealable. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court Approval Order and Judgment is completely final, and there is no further recourse by an appellant who seeks to contest the Settlement.

1.12 "Gross Settlement Amount" means Five Hundred Fifty Thousand Dollars and Zero Cents ($550,000.00), which is the total gross amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Plaintiff's Incentive Award, and the Administrator's Expenses Payment.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Litigation Expenses Payment, the Plaintiff's Incentive Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 "PAGA Counsel" means Aiman-Smith & Marcy by and through Reed Marcy, Joseph Clapp, and Lisseth Bayona, the attorneys representing the Plaintiff in the Action.

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

1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants in California for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from March 29, 2022, to February 5, 2026, or the date that the Court approves this settlement if earlier.

1.21 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*, §§ 2699, *et seq.*).

1.22 "PAGA Notices" means Plaintiff's letter to Defendants and the LWDA dated March 29, 2023 and May 15, 2023, providing notice pursuant to Labor Code section 2699.3, subd.(a) of Defendants' alleged Labor Code violations.

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims asserted in the Action. The PAGA Penalties constitute the remainder of the Gross Settlement Fund after subtraction of the payments described in Sections 3.2.1, 3.2.2, and 3.2.3.

1.24 "Plaintiff" means David Sandak, the named plaintiff in the Action.

1.25 "Released PAGA Claims" means the claims being released by the Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.

1.26 "Released Parties" means: Defendants, and each and all of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors (including Fifth Third Bank, National Association, which is a wholly owned, indirect subsidiary of Fifth Third Bancorp.), insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies and employees thereof, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, shareholders, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, any person or entity acting on their behalf, and each and all of them.

1.27 "Settlement" means the disposition of the Action effected by this PAGA Settlement Agreement, the accompanying Individual Settlement Agreement, and any related Court orders.

2. RECITALS.

2.1 On June 5, 2023, Plaintiff commenced the Action by filing a Complaint alleging causes of action against Defendants. On July 20, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for (1) violations of the California Private Attorneys General Act §§ 2698 *et seq.* ("PAGA"); and (2) public injunctive relief under California Business & Professions Code §§ 17200, *et seq.* ("UCL"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all wrongdoing, legal liability, penalties, interest, and damages arising out of any of the facts or conduct alleged in the Action. Neither this PAGA Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this PAGA Settlement Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff asserts that Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notices, including the amended PAGA Notice.

2.3 On October 8, 2025, the Parties participated in a full-day private mediation with the help of a reputable employment mediator, Michael Ludwig, which led to this PAGA Settlement Agreement to settle the Action.

2.4 The Parties engaged in formal discovery in Plaintiff's arbitration proceeding including depositions and written discovery, and engaged in further informal discovery in connection with mediation. Among other things, Plaintiff obtained, through discovery, deposition testimony, relevant policy documents, personnel records, wage records, and timekeeping records for Plaintiff and the Aggrieved Employees.

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

3. MONETARY TERMS.

3.1 <u>Gross Settlement Amount</u>. Defendants promise to pay the total gross amount of Five Hundred Fifty Thousand Dollars and Zero Cents ($550,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this PAGA Settlement Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment totaling not more than thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, which is One Hundred Eighty-Three Thousand Three Hundred and Fifteen Dollars and No Cents ($183,315), and a Litigation Expenses Payment totaling not more than Nineteen Thousand Five Hundred Ninety-Two Dollars and Seventy-One Cents ($19,592.71). Defendants will not oppose requests for Court approval of these payments provided that it does not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of PAGA Counsel Fees and Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees and Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other counsel retained by Plaintiff and/or PAGA Counsel arising from any claim to any portion of the PAGA Counsel Fees and Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees and Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed by them on the PAGA Counsel Fees and Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments among PAGA Counsel, Plaintiff, and Aggrieved Employees.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $5,000 except for a showing of good cause and as approved by the Court. To the extent the actual administration expenses are less or the Court approves payment less than 5,000 the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To Plaintiff: An Incentive Award not to exceed Five Thousand Dollars and No Cents ($5,000.00). Plaintiff and/or PAGA Counsel will file an application or motion for approval of the Incentive Award. If the Court fails to approve the Incentive Award, or awards less than the full requested amount, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. Calculation of Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the count of each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed by them on their Individual PAGA Payments. No Aggrieved Employee may opt out of or be excluded from participating in the portion of the Settlement that releases PAGA claims, and each Aggrieved Employee shall be bound by the release of PAGA claims as specified under the "Release by Aggrieved Employees," regardless of whether they cash their Individual PAGA Payment check.

3.2.4.2. Payment of Individual PAGA Payments: The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. No person shall have any claim against Defendants, Defense Counsel, Plaintiff, PAGA Counsel, or the Administrator based on distributions and payments made in accordance with this PAGA Settlement Agreement. Additionally, the Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff and/or any of the other Aggrieved Employees.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 118 Aggrieved Employees who worked a total of approximately 9,150 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within twenty-one (21) calendar days after entry of the Court Approval Order and Judgment, Defendants, through Defense Counsel, will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only those Administrator employees who need access to the Aggrieved Employee Data to effectuate and perform the Administrator's duties under this PAGA Settlement Agreement. Defendants have a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted any information intended to be included, and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible, to the extent such information is available to Defendants. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing, incorrect, or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator into an account set up solely for distribution of funds pertaining to this Settlement within twenty-one (21) calendar days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments and the Plaintiff's Incentive Award.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transfer the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

The payment of Individual PAGA Payments shall not obligate Defendants or any of the other Released Parties to confer any additional benefits or make any additional payments to the Aggrieved Employees or any other employee (such as 401(k) contributions or bonuses) beyond those specified in this PAGA Settlement Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants have fully funded the entire Gross Settlement Amount, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to misclassification, failure to pay minimum wages, straight time compensation, overtime wages, contractual wages and compensation; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses in using their cell phones; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code or of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections, 201, 202, 203, 204, 210, 221, 223, 225.5, 226(a), 226.3, 226.7, , 510, 512(a), 515, 558, 1174(d),1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2699 *et seq.*, 2800, 2802, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice based on the allegations made in the Operative Complaint and/or the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought. Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff will file a motion for approval of the Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Court Approval Order and Judgment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness and competency to serve; operative procedures for protecting the security of the Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with the Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its transmission to the LWDA of all necessary PAGA documents (notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this PAGA Settlement Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Pursuant to Labor Code section 2669 subd. (l)(2), PAGA Counsel shall submit the proposed settlement to the LWDA at the same time that the proposed settlement is submitted to the Court. Moreover, pursuant to Labor Code section 2699 subd. (l)(3), PAGA Counsel shall submit a copy of the Court's judgment following approval of this PAGA Settlement Agreement, and any other order in the Action that either provides for or denies an award of PAGA civil penalties shall be submitted to the LWDA within ten (10) calendar days after entry of the Court Approval Order and Judgment.

6.2 Responsibilities of PAGA and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) calendar days after the full execution of this PAGA Settlement Agreement and the Individual Settlement Agreement, and if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court Approval Order and Judgment to the Administrator.

6.3 Duty to Cooperate. At least seven (7) calendar days before filing any application or motion for approval, PAGA Counsel shall provide a copy of the proposed filing to Defense Counsel for Defense Counsel's review. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any change to this PAGA Settlement Agreement or any other term of Settlement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the PAGA Settlement Agreement and/or Settlement and otherwise satisfy the Court's concerns. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Aggrieved Employees to submit written objections to the Settlement, or appeal from the Court Approval Order and Judgment.

6.4 Nullification of Settlement. In the event the Court does not enter a Court Approval Order and Judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date, or the Settlement does not become final for any other reason, this PAGA Settlement Agreement, shall become null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist them in resolving the remaining disputes before litigating further. In the event the Parties are unable to reach a revised agreement, or any such revised agreement is not approved by the Court, the Parties shall proceed in all aspects as if this PAGA Settlement Agreement had not been executed, submitted, and/or filed, and Defendants will not make any payments under either agreement, except that any fees already incurred by the Administrator shall be paid for by Defendants. In the event any motion to intervene or to vacate, or similar motion is filed prior to the Effective Date, or an appeal is filed from the Court Approval Order and Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the motion, appeal, or other appellate review. The Parties will work cooperatively in connection with defending the Settlement, and each Party will file papers in support of the Settlement as necessary and appropriate.

7. PAGA GROUP ESTIMATES AND ESCALATOR CLAUSE.

7.1 Based on its records, Defendants represent that the approximately 118 Aggrieved Employees worked approximately 9,150 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period grows by more than ten percent (10%), or more than a total of 10,065 Pay Periods (9,150 plus 915), Defendants shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (b) rolling back the PAGA Period to a date on which there are no more than 10,065 PAGA Pay Periods.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this PAGA Settlement Agreement and to perform, as a fiduciary, all duties specified in this PAGA Settlement Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall generate and use its own unique identification number for each Aggrieved Employee ("Employee Identification Number") for the purposes of calculating and providing reports to state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this PAGA Settlement Agreement or otherwise.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this PAGA Settlement Agreement, and/or the Court Approval Order and Judgement, (ii) addressing settlement administration matters, and (iii) addressing such matters after entry of the Court Approval Order and Judgment as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Court's final judgment pertaining to the Settlement is consistent with the terms and conditions of this PAGA Settlement Agreement, including without limitation the PAGA Counsel Fees and Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If a third party appeals the judgment, the Parties' obligations to perform under this PAGA Settlement Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This PAGA Settlement 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 Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this PAGA Settlement Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement, and/or the PAGA Settlement Agreement).

10.2 Breach. In the event of a breach of any provision of this PAGA Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this PAGA Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this PAGA Settlement Agreement or to seek damages for breach of this PAGA Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party. Notwithstanding the foregoing, the recovery of attorneys' fees and costs will not be enforced against unnamed Aggrieved Employees.

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

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

10.5 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 PAGA Settlement Agreement, and submitting supplemental evidence and supplementing points and authorities to the extent 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 PAGA Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.6 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

10.8 No Effect on Employee Benefits. All payments to be issued in connection with this PAGA Settlement Agreement, including without limitation the Individual PAGA Payments made to the Aggrieved Employees, shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or any other Aggrieved Employee. The Parties agree that any payment made pursuant to the PAGA Settlement Agreement do not represent any modification of Plaintiff's or the Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any Defendant(s). Further, any payment made pursuant to the PAGA Settlement Agreement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan sponsored by any Defendant, or unemployment benefits. No Defendant shall take 401(k) or other benefits deductions from any payments made pursuant to the PAGA Settlement Agreement.

10.9 No Injunctive Relief. As part of this Settlement, Defendants shall not be required to enter into any consent decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

10.10 Modification of Agreement. This PAGA Settlement 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.

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

10.12 Applicable Law. All terms and conditions of this PAGA Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

10.13 Interpretation. In interpreting this PAGA Settlement Agreement and/or the accompanying Individual Settlement Agreement, a masculine, feminine, or neutral pronoun shall not exclude other genders. The singular shall include the plural and the plural shall include the singular. The term "any" should be understood to include and encompass "all," and "or" should be understood to encompass "and," and vice versa.

10.14 Cooperation in Drafting. The Parties have jointly cooperated in the negotiation, drafting, and preparation of this PAGA Settlement Agreement. Hence, this PAGA Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Additionally, Plaintiff and PAGA Counsel each agree that they have carefully read and fully understand all of the provisions of this PAGA Settlement Agreement, which is in both Plaintiff and PAGA Counsel's preferred language and thus no translation is required.

10.15 Invalidity of Any Provision. Before declaring any provision of this PAGA Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this PAGA Settlement Agreement valid and enforceable.

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

10.17 Publicity. Except as necessary to obtain Court approval, including prior submission to the LWDA, Plaintiff and PAGA Counsel shall not communicate the terms or the fact of this PAGA Settlement Agreement to any third party or parties other than (1) employees or law partners of PAGA Counsel and/or Plaintiff's immediate family members; and (2) their respective accountants or lawyers as necessary for tax purposes. Plaintiff and PAGA Counsel agree not to publicize the Action or this Settlement in any way, such as through press statements, press releases, or internet or social media posts/publications. Plaintiff and PAGA Counsel further agree to respond to any press inquiries by stating only that the Action has been resolved. The Administrator shall not host or publish any website in connection with the Settlement unless required by Court order.

10.18 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the documents, data, and information provided to PAGA 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 for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, any Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff:
Aiman-Smith & Mercy
7677 Oakport St., Suite 1000, Oakland, CA 94621
Tel. 510.817.2711
Fax. 510.562.6830
Email: rwlm@asmlawyers.com
To Defendant:
Sheppard, Mullin, Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067
Tel. 310-228-3700
Fax 310-228-3701
Email: mcampbell@sheppardmullin.com

10.22 Execution in Counterparts. This PAGA Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., via DocuSign), or email which for purposes of this PAGA Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument as long as counsel for the Parties exchange between themselves the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this PAGA Settlement Agreement.

10.1 Stay of Litigation. The Parties agree that upon the execution of this PAGA Settlement Agreement, the Action shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the signing of this PAGA Settlement Agreement, and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be tolled pending Settlement approval.

This Agreement is sixteen (16) pages in length, including the following signature page

On Behalf of Plaintiff:

Dated: 2/24/26

David Sandak, Plaintiff

Classification: Internal Use

On Behalf of Defendants Fifth Third Bank, N.A., a successor by merger to Comerica Bank, Comerica Incorporated, Comerica Management Co., and Comerica Management Co., Inc.:

Dated: 03/09/2026

Name: LARRY E. FRANCO
Title: EVP, NATIONAL DIRECTOR OF RETAIL & SMALL BUSINESS BANKING

APPROVED AS TO FORM & CONTENT

AIMAN-SMITH & MARCY

Dated: 3/23/26

Reed Marcy, Esq.

Attorneys for Plaintiff David Sandak

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Signed by:
Michael Campbell
389E10EEF76841D...

Dated: 3/23/2026

Michael T. Campbell, Esq.
Attorneys for Defendants Comerica Bank, Comerica Incorporated, and Comerica Management Co., Inc.