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2 PROFESSIONAL CORPORATION

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17 Attorneys for All Plaintiffs

18 IN THE SUPERIOR COURT OF CALIFORNIA

19 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

20 THE CALIFORNIA LABOR AND
21 WORKFORCE DEVELOPMENT
22 AGENCY, a California governmental
23 agency, *ex rel.* DAVID SANDAK,

24 Plaintiffs,

25 v.

26 COMERICA BANK, a Texas
27 corporation; COMERICA
28 INCORPORATED, a Delaware
corporation; COMERICA
MANAGEMENT CO., INC., a
Michigan corporation; and DOES 1-15,
inclusive,

Defendants.

) Case No.: CGC-23-606913

) **Declaration of Joseph Clapp in Support of**
) **Motion for Approval of PAGA Settlement**
) **(Labor Code Sec. 2699(s)(2))**

) Date: July 7, 2026

) Time: 9:00 a.m.

) Judge: Hon. Christine Van Aken

) Dept.: 301

1 I, Joseph Clapp, declare:

2 1. I am an attorney with Aiman-Smith & Marcy, attorneys of record for Plaintiff David
3 Sandak. I have personal knowledge of the following facts.
4

5 2. On June 5, 2023, Sandak filed this lawsuit against Comerica. On July 20, 2023,
6 Sandak filed his First Amended Complaint against Comerica Bank, Comerica Incorporated,
7 and Comerica Management Company, Inc., alleging claims for (1) violations of the California
8 Private Attorneys General Act of 2004, Labor Code Sections 2698 *et seq.* (“PAGA”), and (2)
9 public injunctive relief under California Business & Professions Code Sections 17200 *et seq.*
10 (“UCL”).
11

12 3. In April 2024, Mr. Sandak made a demand for arbitration with the American
13 Arbitration Association, which appointed James M. Petersen, Esq., as Arbitrator.
14

15 4. The parties then conducted extensive discovery, both formal and informal. Initial
16 disclosures in the arbitration were exchanged in December 2024. Written discovery in the
17 PAGA arbitration was exchanged in January 2025 and supplemented in April 2025 and July
18 2025. Sandak was deposed over two days in March and April 2025, and I took the deposition
19 of Comerica’s representative, John Fitzgerald, in July 2025. In addition, in preparation for the
20 mediation Comerica informally provided substantial information about the other branch
21 managers comprising the Aggrieved Employees in this case during the relevant time period.
22

23 5. On March 26, 2025 and on April 22, 2025, I attended and defended the deposition of
24 my client, David Sandak. I have attached as Exhibit “Sandak Dep.” a true and correct copy of
25 pertinent pages from the transcript of those two days of deposition.
26

27 6. On July 9, 2025, I took the deposition of John Fitzgerald. Attached as Exhibit
28

1 “Fitzgerald Dep.” is a true and correct copy of pertinent pages from the transcript of that
2 deposition.

3
4 7. During the course of informal discovery, my firm conducted an intense investigation
5 into the facts of this Action. This included obtaining data, information, and documents relating
6 to the underlying alleged violations, including Sandak’s employee file, all of the Aggrieved
7 Employees’ time and payroll data through September 2025, Employee Handbooks, and
8 relevant wage and hour policies, so that Sandak could assess the number of alleged potential
9 violations and value of the recoverable penalties, as well as evaluate the strengths and
10 weaknesses of his claims.
11

12 8. Based on the data, information, and documents received, as well as though discussions
13 with Comerica’s counsel, my firm was able to (i) determine the total number of distinct
14 individuals falling within the definition of “Aggrieved Employees” for the relevant statutory
15 period, (ii) the number of affected pay periods at issue among them, and (iii) construct a
16 damages model that calculated the maximum realist amount of PAGA penalties that could be
17 levied against Comerica within the relevant statutory period. Comerica, however, disputed
18 Sandak’s claims and disputed both the existence of and extent of liability as alleged by Sandak,
19 which allowed my firm to further assess the strength of his claims. My firm’s experience in
20 litigating similar representative wage and hour claims, the degree of investigation that was
21 conducted here, and the amount of data, information, and documents that were obtained, was
22 sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of
23 those claims for purposes of settlement.
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27 9. After the foregoing depositions were completed, the parties agreed to mediate, which
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1 took place before Mediator Michael Ludwig, Esq., on October 8, 2025. Although the parties
2 did not reach agreement at that time, the parties continued to negotiate through the Mediator
3 over the next several weeks. Finally, on December 5, 2025, they both agreed to the Mediator's
4 Proposal that this PAGA matter be settled for \$550,000. Then, after extensive negotiations
5 about the terms, the written Settlement Agreement was fully signed on March 9, 2026. Attached
6 as Exhibit "Settlement Agreement" is a true and correct copy of this Settlement Agreement.
7

8 10. Sandak requests approval of the settlement because he, and PAGA counsel, believe
9 that the \$550,000 settlement exceeds the present value of the expected return on continued
10 litigation, that the money will be distributed fairly, and that the settlement promotes the State's
11 interests in the vigorous enforcement of its labor laws.
12

13 11. Comerica denies all of the claims in the lawsuit, and does not waive, but rather
14 expressly reserves, all rights to challenge all such claims and allegations upon all legal,
15 procedural, and factual grounds should the Settlement Agreement not become final. The
16 Settlement Agreement reflects a compromise reached to end litigation in the lawsuit.
17

18 12. Comerica maintained several defenses to Sandak's theories of liability, which had
19 the potential to eliminate or substantially reduce recovery. Comerica further denied, and
20 continues to deny, that the lawsuit is appropriate for representative treatment for any purpose
21 other than settlement. Comerica also challenges Sandak's standing as an aggrieved employee
22 and denies that any of its other employees are aggrieved. Comerica's key defense is that it
23 properly classified in banking center managers as exempt "executives" and therefore was not
24 required to provide them with the minimum standards of labor mandated by the pertinent Wage
25 Orde, Wage Order 4 (8 C.C.R. 11040). There is no doubt that some duties and responsibilities
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1 of a Comerica banking center manager involve the management of a customarily recognized
2 subdivision of Comerica Bank, *i.e.*, one of its retail brand offices. Sandak's core contentions
3 are that these duties and responsibilities also include the work of *selling* Comerica's services
4 and products; that such "sales" activities are not included within the scope of the term
5 "management" activities; and that branch managers are "primarily" engaged in non-exempt
6 selling rather than exempt managing.
7

8 13. To determine whether managers were primarily engaged in exempt vs. non exempt
9 duties, the parties would have to determine, for each employee during each pay period, (1) what
10 tasks the branch manager performed, (2) whether each task should be classified as a
11 "managing" or "sales" activity, (3) for tasks that could be classified as both, whether the work
12 should be classified as a managing activity because it is "work that is directly and closely
13 related to exempt work" or "work which is properly viewed as a means for carrying out exempt
14 functions" (Wage Order 4(1)(A)(1)(e)), (4) how much time the manager reasonably spent on
15 each task, and (5) whether the amount of time spent on "managing" tasks exceeded the time
16 spent of "sales" tasks.
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19 14. The analysis of manager activities also differs throughout the PAGA Period. In the
20 summer of 2023, soon after Sandak filed this lawsuit, Comerica instituted major changes
21 throughout the State in how it expected branch managers to perform their duties. Comerica
22 called this new program "Retail Reimagined," and its focus was to push branch managers to
23 spend more of their time on managing activities and less of their time on selling activities.
24 Thus, in the first year of the PAGA Period (2022-2023), the rate at which managers would be
25 found to be non-exempt is likely to be much, much higher than in the subsequent three years
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1 (2023-2024, 2024-2025, 2025-2026).

2 15. Based on Sandak's allegations, Comerica is potentially liable for minimum wage
3 and overtime wage violations, meal and rest period violations, failure to timely pay wages,
4 failure to timely pay wages upon termination, wage statement violations, failure to keep
5 accurate records, and waiting time penalties. The typical workday for a branch manager is
6 eight-and-a-half hours. Branch manager were paid a salary, and so were not paid wages for
7 overtime hours.
8

9 16. My firm undertook the prosecution of this lawsuit on a contingency fee basis. I have
10 reviewed the time records of the attorneys who have devoted time prosecuting this case. Reed
11 Marcy has devoted 169.7 hours; Hallie Von Rock 35.2 hours; Brent Robinson 116.5 hours;
12 Lisseth Bayona 439.9 hours; and I have devoted 128 hours.
13

14 17. Reed W. L. Marcy obtained his Bachelor's degree with High Honors in French
15 Literature in 1983 and his Master's degree in French Literature in 1985, both from the
16 University of California, Berkeley. Mr. Marcy graduated from University of California Law,
17 San Francisco, in 1997 and was admitted to practice in California in December 1997. Mr.
18 Marcy was awarded numerous academic honors at UC Law SF, including the American
19 Jurisprudence Award, the David Snodgrass Oral Advocacy Award, the California
20 Computerized Legal Instruction Award, and awards for civil rights and art law.
21

22 Mr. Marcy was Associate Executive Editor for Comm/Ent, the journal of intellectual
23 property law, and published a note on patent law. Mr. Marcy has been a frequent presenter of
24 continuing legal education programs on employment law and legal research topics through
25 National Business Institute.
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1 Mr. Marcy is admitted to practice in state and federal courts in California, including the
2 Northern District, Central District, Eastern District, Ninth Circuit, and Court of Appeals, along
3 with the California Supreme Court, and has been admitted pro hac vice in Ohio and Oklahoma.
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5 After his admission to the bar in 1997, Mr. Marcy began working as an associate Mr.
6 Aiman-Smith's firm, and became a partner in 2002. In 2005, Mr. Marcy and Mr. Aiman-Smith
7 formed Aiman-Smith & Marcy.
8

9 Mr. Marcy has abundant experience as a civil litigator, including extensive experience
10 in all phases of employment law and class actions from initial client intake through trial and
11 appeal. Mr. Marcy has been the lead attorney for dozens of employment and consumer class
12 actions and has extensive experience in employment law appellate practice. Published
13 decisions where Mr. Marcy had responsibility for writing briefs and making oral arguments
14 include *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v.*
15 *Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network*
16 *Specialists, Inc.* (2013) 220 Cal.App.4th 701. Mr. Marcy successfully argued for overturning
17 summary judgment in a defamation and blacklisting action in the Ninth Circuit in *Aghmane v.*
18 *Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482
19 (unpublished memorandum). The case was successfully tried to a \$1.6 million verdict in
20 February 2018. Mr. Marcy also argued the appeals in *Selkirk v. Grasshopper House, LLC* (2d
21 Dist. Cal. Div. 7, March 16, 2020) and *Ezeokoli v. Uber Techs.* (1st Dist. Cal. Div. 3, January
22 13, 2021). Mr. Marcy was the supervising attorney in *Carroll v. City and County of San*
23 *Francisco, et al.* (2019) 41 Cal.App.5th 805 (reversing demurrer and applying continuing
24 violation and continuous accrual doctrine to age discrimination in disability benefits).
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1 Most recently, Mr. Marcy was one of the lead counsel for plaintiffs in the class action
2 trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los
3 Angeles Superior Court Case No. BC34926) and performed the examination and cross-
4 examination of the expert witnesses, which resulted in a judgment for plaintiffs of \$9.5 million
5 in March 2021.
6

7 Mr. Marcy is currently the Top 10 Wage & Hour President for 2022 – 2023 for the
8 National Trial Lawyers Association.
9

10 18. Ms. Von Rock graduated with a Bachelor of Arts degree from University of
11 California, Berkeley with Honors in 1999. She graduated from University of California Law,
12 San Francisco, in 2004 and was admitted to practice in California in December, 2004. She was
13 awarded numerous academic honors at UC Law SF, including the Witkin Award for Excellence
14 for Trial Advocacy and CERCLA Outstanding Achievement Awards for Trial Advocacy and
15 for Moot Court. She was an Editor for West Northwest Environmental Law Journal.
16

17 Ms. Von Rock is admitted to practice in state and federal courts in California, including
18 the Northern District, Central District, Southern District, and Court of Appeals, along with the
19 California Supreme Court.
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21 Ms. Von Rock has worked with Randall Aiman-Smith and Reed Marcy since 1996,
22 while still an undergraduate at University of California, Berkeley. She began working as a law
23 clerk for Mr. Aiman-Smith and Mr. Marcy during her last year of law school in June 2003 and
24 was hired as an Associate following admission to the California Bar in 2004. She has been a
25 partner at Aiman-Smith & Marcy since 2012.
26

27 During Ms. Von Rock's significant litigation experience, she has worked on numerous
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1 employment and consumer cases and class action cases. She has experience in all aspects of
2 litigation and class action work, including trial and appeal. She has been lead counsel in
3 numerous employment and consumer class actions.
4

5 Published decisions where Ms. Von Rock had responsibility for writing briefs include
6 Bradley v. Networkers International LLC (2012) 211 Cal.App.4th 1129; and Benton v.
7 Telecom Network Specialists, Inc. (2013) 220 Cal.App.4th 701, and the unpublished decision
8 in Aghmane v. Bank of America, N.A., 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case
9 Number 15-15482. She was trial counsel in Aghmane v. Bank of America, which was
10 successfully tried to a \$1.6 million verdict on defamation and blacklisting in February 2018.
11 Most recently, she was one of the lead counsel for plaintiffs in the class action trial in Benton
12 v. Telecom Network Specialists, Inc. (lead case Booker v. Tanintco, Inc., Los Angeles Superior
13 Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March
14
15
16 2021.

17 19. Brent Robinson graduated with a Bachelor of Arts in English from the University
18 of California, Santa Barbara, and spent a year abroad studying at the University of Leeds in the
19 U.K. He graduated in the top quintile of his law school class at the University of San Francisco
20 School of Law, where his work garnered the CALI Award for Excellence in Legal Ethics, the
21 California Academy of Appellate Lawyers Award for Best Brief in the Roger J. Traynor
22 Appellate Moot Court Competition, and an award for Outstanding Individual Achievement in
23 Oral Argument at the same competition.
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25

26 Mr. Robinson has extensive experience litigating the full spectrum of employment
27 claims, including harassment, discrimination, retaliation, disparate impact, wage and hour, and
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1 Private Attorneys General Act claims. Mr. Robinson also has experience litigating tort claims
2 including wrongful death and serious personal injury claims.

3 Mr. Robinson, who left the firm in 2025, was a member of Aiman-Smith & Marcy's
4 class action litigation group. As part of that team, he has fought high-stakes battles against
5 some of the top defense firms and the largest corporations, and has established new law in
6 California. See, *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805, review
7 and depublication denied (Jan. 29, 2020); *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th
8 1281, review granted and dismissed. Representative cases include:
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11 □ *Aghmane v. Bank of America Corporation N.A.* (N.D.Cal. Case No. 4:13- cv-03698)
12 (2018 \$1.6m jury verdict, plus a finding of liability for punitive damages, and a subsequent
13 confidential settlement);

14
15 □ *Carroll v. City and County of San Francisco et al.* (San Francisco Super. Ct. Case No.
16 CGC-17-526580; First Dist. Ct. of App. Case Nos. A154569 and A155208; Cal. Supreme Ct.
17 Case No. S259558) (first-chair in class action trial);

18
19 □ *Rahman/Bautista Diaz v. Gate Gourmet, Inc.* (N.D.Cal. Case No. 3:20-cv- 03047-
20 WHO; Los Angeles Super. Ct. Case No. 20STCV34299; C.D.Cal. Case No. 2:20-CV-09454
21 FLA (MAAx); MDL No. 3012);

22 □ *Piplack et al. v. In-n-Out Burgers* (Orange Co. Super. Ct. Case No. 30- 2019-
23 01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546;
24 Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320
25 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No.
26 B319885);
27
28

1 □ Lewis v. Simplified Labor Staffing Solutions (Cal. Supreme Ct. Case No. S278457);
2 and

3 □ Cosio v. IPAA et al. (San Francisco Super. Ct. Case No. CGC-16-551337; First Dist.
4 Ct. of App. Case No. A153333).

5
6 Mr. Robinson is admitted to practice in all California state courts, and in the United
7 States District Courts for the Northern, Eastern, and Central Districts of California.

8 Mr. Robinson is a member of the California Employment Lawyers Association, serves
9 on that organization's Reverse Auctions Panel, and is a member of that organization's Wage &
10 Hour Committee. He has also been recognized by Super Lawyers as a Northern California
11 Rising Star for 2022 and 2023.

12
13 20. Ms. Bayona received her J.D. from the University of Southern California (USC)
14 Gould School of Law. While there, she served as a judicial extern to the Honorable Patrick J.
15 Walsh of the United States District Court for the Central District of California, where she
16 drafted a criminal judicial opinion. Also, while at Gould, she served as an extern for the U.S.
17 Attorney's Office for the Central District of California. As a Criminal Division Extern, she had
18 the opportunity to work closely with a trial team of Assistant U.S. Attorneys on a money
19 laundering case.

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21
22 Ms. Bayona is a member of Aiman-Smith & Marcy's class action litigation group. As
23 part of that team, she has successfully fought high-stakes legal battles against well-resourced
24 and highly competent defense firms. See, e.g., Cal. Labor & Workforce Dev. Agency ex rel.
25 Raymond v. CompuCom Sys. (E.D.Cal. Mar. 9, 2023, No. 2:21-cv-02327-KJM-KJN) 2023
26 U.S.Dist.LEXIS 40710.

1 21. I received my Bachelor of Arts degree in Economics from the University of
2 California at Berkeley in 1978. While attending college, I organized the 1,500 workers in
3 Yosemite National Park into a union. In 1981, I received my J.D. degree from McGeorge
4 School of Law, University of the Pacific, and while attending McGeorge I served as the
5 Comments Editor for the Pacific Law Journal.
6

7 I am admitted to practice in federal and state courts in California, including the U.S.
8 District Court for the Northern District of California, the U.S. District Court for the Eastern
9 District of California, the Ninth Circuit Court of Appeals, and the California Supreme Court.
10

11 I began my career with the trial firm of Herron & Herron in 1982 and remained with
12 that firm for 26 years. Thereafter, I spent a year with the firm of Kumin Sommers before
13 opening my own practice. In 2012, I became “of counsel” to Aiman-Smith & Marcy.
14

15 Throughout my career, I have always fought for those who work for a living. I have
16 litigated all aspects of the employment relationship, and my cases have included wrongful or
17 discriminatory discharges, the failure to pay wages due (e.g., overtime, prevailing wages),
18 substandard working conditions (e.g., meal periods), and the failure to pay earned pensions
19 (ERISA). I have tried numerous cases and have prosecuted numerous appeals in both state and
20 federal courts. I was lead counsel for three published appellate victories: *George v. California*
21 *Unemployment Insurance Appeals Board* (2009) 179 Cal.App.4th 1475 (public employee’s
22 retaliation lawsuit survives claim and issue preclusion defenses); *Walker v. Berkeley Housing*
23 *Authority*, 951 F.2d 182 (9th Cir. 1991) (biased decision-maker violates public employee’s
24 Due Process rights); and *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31
25 Cal.App.5th 232 (temporary agency and care home were plaintiff’s joint employers under the
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1 Domestic Workers Bill of Rights).

2 In total, I have tried twenty cases to judgment in jury trials, bench trials, and arbitrations,
3 and I have briefed and argued more than twenty appeals. I have prosecuted numerous
4 employment class actions as lead counsel, including the following:
5

6 *Smith v. Genstar Capital*, S.F. Superior Court No. 313964. Freight carrier declared
7 bankruptcy without paying 700+ employees for three weeks of work. Result: \$3.5 million
8 settlement from the venture capital fund that owned the carrier and additional \$1.5 million from
9 the freight carrier's bankruptcy estate.

10 *Nostrum v. Albertsons*, Monterey Superior Court No. M 66712. Retail grocery chain
11 denied meal periods to 900+ pharmacists. Result: \$6 million settlement.

12 *Munoz v. UPS Freight*, N.D.Ca. No. C07-00970 MHP. Freight carrier required 500+
13 line-haul drivers to wait, off-the-clock, while trailers were loaded. Result: \$3 million
14 settlement.

15 *Brawner v. Bank of America*, N.D.Ca. No. 3:14-cv-02702-LB. Bank misclassified 100+
16 back-office workers as exempt "administrative" employees. Result: \$2.25 million settlement.

17 22. My firm regularly does extensive research into hourly rates charged in the Bay Area
18 by attorneys with comparable experience to the attorneys in my firm. That research takes the
19 form of review of individual attorney declarations filed in support of fee applications and the
20 orders thereon, review of professional surveys of attorney hourly rates, such as National Law
21 Journal and AmLaw, and review of the Laffey Matrix.

22 The hourly rates of the attorneys at Aiman-Smith & Marcy are commensurate with rates
23 awarded in California state courts and Northern and Central District courts where this case was
24 filed. See, e.g., *Yo LLC v. Krucker*, Santa Clara Superior Ct. No. 17CV306261 (Partner rates
25 of \$1,275 and associate (2020 rate) of \$1,010); *Planned Parenthood Fed'n of Am., Inc. v. Ctr.*
26 *For Med. Progress*, No. 16-CV-00236-WHO, 2020 WL 7626410 (N.D. Cal. Dec. 22, 2020)
27 (Partner rates of \$925-\$1,280 and associate rates of \$675-\$910); *Schneider v. Chipotle*
28 *Mexican Grill, Inc.* 336 F.R.D. 588 (N.D. Cal. 2020) (Partner rates of \$995-\$1,275 and

1 associate rate of \$695); Nozzi v. Housing Authority, 2018 U.S.Dist.LEXIS 26049 (C.D. Cal.
2 2018) (Partner rates of \$1,150 and associate rates of \$750-\$765 approved); Independent Living
3 Center of S. Cal. V. Kent, 2020 U.S. Dist Lexis 13019 (C.D. Cal. 2020) (Partner rates of \$1,025
4 and associate rates of \$600-\$815 approved); Hadsell v. City of Baldwin Park, Los Angeles
5 Superior Court No. BC548602 (Partner rates of \$1,100 and associate rates of \$550-\$850 rates
6 approved); Banas v. Volcano Corp. (N.D. Cal. 2014) 47 F.Supp.3d 957 (Partner rates of \$1,095
7 and associate rates of \$620- \$770 approved).

8 Accordingly, the following hourly rates for counsel at Aiman-Smith & Marcy are well
9 within the comparable range for attorneys in the Bay Area: Reed W. L. Marcy (28 year Partner)
10 \$1,150; Hallie Von Rock (21 year Partner) \$1,150; Brent Robinson (12 year former Partner)
11 \$950; Lisseth Bayona (4 year Associate) \$500; and me, a 44-year Associate. These rates for
12 the four Class Counsel other than me (I was not involved in this case) were recently approved
13 in the matter of Alfonso Ruiz, et al. v. Automotive Racing Products, Ventura County Superior
14 Court Case Number 2023CUOE01192 and Matus v. Sport Squad, Inc., et al., Southern District
15 of Florida Case Number 24-cv- 60954-DSL.
16
17

18 23. Multiplying the hours devoted by the firm's attorneys by their hourly rates, the
19 lodestar amount for the time expended are as follows:

20	Reed Marcy – 169.7 hours x \$1150/hr =	\$195,155
21		
22	Hallie Von Rock – 35.2 hours x \$1050/hr =	36,960
23		
24	Brent Robinson – 116.5 hours x. \$950/hr =	110,675
25		
26	Lisseth Bayona – 439.9 hours x \$500/hr =	219,950
27		
28	Joseph Clapp – 128 hours x \$950/hr =	121,600
	TOTAL	\$684,340

1 If the court would like to see the details of these hours, then I will submit the time records
2 of these attorneys for an *in camera* review.

3 24. Over the course of this litigation, my firm has advanced all litigation expenses,
4 amounting to \$19,105.11 to date. These expenses are correct, have been necessarily incurred
5 in the prosecution of this case, and the services for which fees have been charged were actually
6 and necessarily performed. These expenses do not include costs which are part of the law firm's
7 normal overhead. If the court would like to see the details of or the receipts for these costs, then
8 I will submit them for an *in camera* review.
9
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11 25. I sought quotes from two third party administrators for the tasks involved in
12 distributing the settlement proceeds. The lower quote came from the ILYM Group, which gave
13 me a quote for \$3,450.00. I have attached as Exhibit "ILYM Estimate" the Declaration of Lisa
14 Mullins, the President of the ILYM Group, confirming this estimate.
15

16 26. On the same day that I file this declaration, I will submit the proposed settlement
17 and the moving papers supporting this motion to the California Labor and Workforce
18 Development Agency in compliance with Labor Code Section 2699(s). In addition, my firm
19 has filed with the LWDA the original and amended PAGA Complaints, the original Complaint
20 in this action, and the First Amended Complaint.
21

22 27. I know of no actual or potential conflicts of interest between or among my client,
23 other aggrieved employees, my law firm, and ILYM Group, Inc., the proposed Claims
24 Administrator.
25

26 28. I am not aware of any other pending matter or action asserting claims that will be
27 extinguished or adversely affected by the settlement of this lawsuit.
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Date: June 2, 2026

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Joseph Clapp

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Exhibit “Sandak Dep.”

AMERICAN ARBITRATION ASSOCIATION

DAVID SANDAK,)
)
 Claimant,)
)
 V.) Case No.
) 01-23-0005-0592
)
 COMERICA BANK, COMERICA)
)
 INCORPORATED, COMERICA)
)
 MANAGEMENT COMPANY, INC.,)
)
 Respondents.)
 _____)

DEPOSITION OF:

DAVID SANDAK

Wednesday, March 26, 2025

STENOGRAPHICALLY REPORTED BY:

SUSAN KIM, RPR, CSR 14494

GRACE CHUNG, CSR 6246

1 Every single day. We had -- we were expected to do --
2 so like I told you, marketing activities and the
3 overarching umbrella, and then underneath the marketing
4 activities is types of calls; right? Calling existing
5 customers was a marketing activity. Calling business
6 prospects was a marketing activity and so on.

7 We were expected to call at least 16 per day,
8 and that was 16 conversations with individuals. And
9 again, the expectation was divided up -- if there was
10 one manager and one banker, it should be 8 and 8. If it
11 was a manager and three bankers, 4, 4, 4, and 4. And
12 again, that was conversation.

13 So I spent a lot of time calling the people
14 that didn't answer or if they weren't interested in
15 having a conversation, so the majority of the day was
16 spent trying to have those conversations.

17 Q. Now, on an average daily basis, how much time
18 would you estimate you spent on those calls to affluent
19 clients, potential business clients, and then divided
20 up, you know, potential clients in the list?

21 A. Yeah. So the contact was phone calls, and then
22 I was doing a lot of emailing also. More than half my
23 day was -- I mean, it was a combination of trying to
24 create new business, working with clients who I was
25 doing business with; right? So some of those calls and

1 emails led to clients doing business with us. So a
2 chunk of my day was trying to develop new business but
3 also handling customers that I was already doing
4 business with -- in the middle of a transaction, a home
5 equity line of credit, or a business loan, things like
6 that. So I would -- I would say -- I mean, five,
7 six hours a day was that at least.

8 Q. Was spent between new customer outreach and the
9 service component you described for current customers or
10 customers who were being onboarded?

11 A. Some form of calling customers to create new
12 business, calling customers to service them or help them
13 with an existing thing I was working on, emailing for
14 both of those as well, customers walking in and trying
15 to develop business by having conversations with
16 customers. Every form or aspect of trying to deepen
17 existing relationships or create new, that was the vast
18 majority of my day.

19 Q. Okay. And just so it's totally clear, it's
20 your best estimate that you spent approximately five to
21 six hours per day on those activities?

22 A. Yeah. It's an estimate. I never sat and
23 counted. It was -- the expectation was just that's what
24 you do throughout the day. The whole day-to-day, that
25 was your job throughout the day -- was trying to grow

REPORTER'S CERTIFICATE

I, SUSAN KIM, RPR, CSR No. 14494, a Certified
Shorthand Reporter in and for the State of California,
do hereby certify:

That prior to being examined, the witness
named in the foregoing proceedings declared under
penalty of perjury to testify to the truth, the whole
truth, and nothing but the truth;

That said proceedings were taken by me in
shorthand at the time and place herein named and was
thereafter transcribed into typewriting under my
direction, said transcript being a true and correct
transcription of my shorthand notes.

I further certify that I have no interest in
the outcome of this action.

Susan Kim

SUSAN KIM
RPR, CSR No. 14494

AMERICAN ARBITRATION ASSOCIATION

DAVID SANDAK,)
)
Claimant,)
)
v.) Case No.
) 01-23-0005-0592
COMERICA BANK, COMERICA)
INCORPORATED, COMERICA)
MANAGEMENT COMPANY, INC.,)
)
Respondents.)
_____)

VIDEOTAPED DEPOSITION OF DAVID SANDAK

VOLUME II, PAGES 288 THROUGH 425

Via Zoom Videoconferencing

Tuesday, April 22, 2025

Reported by: Tamara L. Espino
CSR No. 9494
Job No.: 3763

1 with retail Reimagine, it was now putting a structured
2 block of time on the agenda or on the daily plan.

3 Q Okay. So if there was a structured block of
4 time as part of retail Reimagine, were you able to
5 provide an estimate as to the amount of time in total
6 that you spent previously observing your employees on a
7 daily or weekly basis to provide them coaching and
8 feedback?

9 A No. Because it was kind of throughout the
10 day. If I saw them making calls, I would sit and
11 observe. Observe a call. We would talk about it, and
12 then I'd do whatever I was doing. And then maybe a
13 little bit later, observe another call. It was -- it
14 really depended on what my day looked like, when they
15 were making calls. It would be a complete guess if I
16 gave you a number of how often it was happening or time
17 wise.

18 Q Okay. Are you able to provide any sort of
19 estimate on a daily or weekly basis of the amount of
20 time you spent observing and coaching employees, if you
21 were to add them all up, prior to retail Reimagine?

22 A Well, let me -- again, if I think of -- so if
23 I had two or three employees, I'd probably observe them
24 make three calls per day. And that would be depending.
25 I'd say maybe three to five minutes per call. So nine

1 times five is, what, 45. So 45 minutes, maybe, on a
2 particular day.

3 Q And that's your best estimate, 45 minutes per
4 day?

5 A Yeah. The reason being is I would usually do
6 around three calls per banker. I'm using three bankers
7 for Del Mar, for example. I would observe three calls.
8 We would have a conversation that would probably last
9 about three to five minutes, if that, about the call.
10 So three calls per banker. Three times three is nine,
11 times five minutes, is 45 minutes. But that wasn't
12 every single day. See, that's the thing.

13 Q How often per week would you estimate you did
14 that?

15 A I would say probably three days a week. If
16 that, yeah.

17 Q Okay. During your employment, one of your
18 responsibilities as a manager was to complete
19 performance reviews of employees who reported to you,
20 right?

21 A Yes.

22 Q Okay. And they got annual reviews, correct?

23 A The annual reviews were the performance
24 reviews.

25 Q Okay. What is an interim review?

REPORTER'S CERTIFICATION

I, Tamara L. Espino, Certified Shorthand
Reporter in and for the State of California, do hereby
certify:

That the foregoing witness was by me duly
sworn; that the deposition was then taken before me at
the time and place herein set forth; that the testimony
and proceedings were reported stenographically by me and
later transcribed into typewriting under my direction;
that the foregoing is a true record of the testimony and
proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name
on this date:

Tamara L. Espino

Tamara L. Espino, CSR No. 9494

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Exhibit “Fitzgerald Dep.”

IN PRIVATE ARBITRATION
AMERICAN ARBITRATION ASSOCIATION

---oOo---

DAVID SANDAK,) Case No.
Claimant,) 01-24-0004-3723
vs.)
COMERICA BANK; COMERICA)
INCORPORATED; COMERICA) Volume I
MANAGEMENT CO., INC.,)
Respondents.)
_____) Pages 1 - 147

Remote Deposition of:

JOHN FITZGERALD

JULY 9, 2025

10:02 A.M to 2:49 P.M.

Stenographically Reported by:

Connie J. Parchman, California CSR 6137

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1 time ago I don't really -- I believe it was 1995.

2 Q. Doesn't seem that long ago to me.

3 Are you a married man, sir?

4 A. I am.

5 Q. Children?

6 A. No.

7 Q. Okay. And let's talk about, let's see, from
8 '95 to the present, let's talk about your educational
9 background -- I mean your work background.

10 You got out of -- you got your MBA '95. Then
11 what happened?

12 A. Yeah, so I received my MBA while I was working
13 for Comerica. So I've been at Comerica for 37-plus
14 years.

15 I did come out of -- I did come directly to
16 Comerica Bank out of U of M. Have been working in the
17 retail organization of Comerica from day on -- from day
18 one on.

19 I've held a variety of positions during the 37
20 and a half years.

21 Q. All right. Let me start with that.

22 When did you start with Comerica?

23 A. January of 1988.

24 Q. And you talk about retail and see if we
25 understand each other.

1 My understanding of retail banking is basically
2 lending and getting deposits from people.

3 And -- as opposed to commercial banking which
4 is, you know, lending and getting deposits from banks.

5 Is that a fair understanding or is it a
6 misunderstanding on my part?

7 **A. You know, from a very high level, you're**
8 **correct.**

9 So retail banking, in most banks, including
10 Comerica, we cater to consumers and small businesses.
11 And part of that is looking for opportunities to lend
12 them money. We give them advice on a number of factors:
13 Money management, cash management, and we accept their
14 deposits as well.

15 Q. So in Comerica lingo, then, retail banking
16 includes banking services.

17 Banking services is a term for the kinds of
18 things you do, accept deposits, give out loans, give
19 advice, et cetera.

20 And in the lingo of Comerica, retail banking is
21 both consumer and to small businesses.

22 Do I understand that correctly?

23 **A. That is correct.**

24 Q. Okay. All right. So you've been in retail
25 banking at Comerica forever.

1 included the president of Comerica Bank, California, as
2 well as each of those leaders of the lines of business.

3 Q. Okay. So the idea was expansion?

4 A. Correct.

5 Q. By the way, you know, you had 41 back 20 years
6 ago.

7 How many -- when we say banking centers and
8 branches, are they synonyms?

9 A. Yes.

10 Q. And so I can use either one?

11 A. Yes.

12 Q. So how many branches do you have now?

13 MR. CAMPBELL: Objection; vague. You mean in
14 California, correct?

15 MR. CLAPP: That is a good point. I am
16 interested in California.

17 And let me step back.

18 BY MR. CLAPP:

19 Q. My understanding was you told me there was 41
20 in California. Am I correct about that?

21 A. Correct.

22 Q. It was 21, 20 years ago. And so how many now
23 are we talking about?

24 A. We have 85 as of today.

25 Q. Okay. So 20 years ago, the idea is you're part

1 So they are a strong partner that provides
2 support. They will also come in and do an operational
3 review of that banking center to determine, you know,
4 are we, in fact, following policies and procedures?

5 Q. I want to go down to the next one. It talks
6 about partnership activities.

7 My guess is that it's similar, that one thing
8 that a banking manager does, is the same thing as a
9 banker does, and that is to, when necessary -- when
10 advantageous to refer over to our partners. In
11 addition, they also lead, coach, evaluate, all the
12 bankers in doing that.

13 A. Correct.

14 MR. CLAPP: Okay. All right. Let's stop there
15 for lunch, because it is a natural breaking point for
16 me.

17 Half hour? Forty-five minutes? Hour?

18 What do you guys prefer?

19 MR. CAMPBELL: What would you prefer, John?

20 And I guess, we can go off the record, Connie.

21 (Luncheon recess taken; 12:12 P.M. to 1:01 P.M.)

22 BY MR. CLAPP:

23 Q. Okay. I still want to get some dates here.
24 I'm sure you're very familiar with retail reimagined.

25 I want to find out, so general dates, when that

1 started.

2 I -- I don't have much of an understanding.

3 Is it true it was rolled out in different parts
4 of the country at different times?

5 **A. Correct.**

6 Q. And I guess mostly, is it also true it was
7 rolled out in California last?

8 **A. Yes.**

9 Q. So when was it rolled out in, you know,
10 Michigan, Texas, and California?

11 And mostly I care about California.

12 **A. Yeah. So it was rolled out first in South**
13 **Texas in September 2022.**

14 Southeast Michigan, was November of 2022.

15 West Michigan was around February of 2023.

16 North Texas I think it was April of 2023.

17 And then California was August of 2023.

18 Q. Beginning of August, is that when it started?

19 **A. August is all I can tell you.**

20 Q. And I have -- I'm going to look at, you know,
21 the Reimagine Playbook.

22 And what I saw in there seems like there was a
23 14-week roll out.

24 Is that what happened?

25 **A. Yeah, so, there was some -- some training that**

1 summer of 2018, up until Retail Reimagined came on
2 board. So summer of 2023.

3 A. Uh-huh.

4 Q. And I'm -- I want to look at the -- the job
5 description for the bankers again, Exhibit 4.

6 If you could get that.

7 A. Yeah, let me just get that again. Almost
8 there.

9 MR. CAMPBELL: You said 4, Joe?

10 MR. CLAPP: Yeah, Exhibit 4.

11 THE WITNESS: Okay. Retail personal banker II.
12 Okay.

13 BY MR. CLAPP:

14 Q. And I don't want to go line by line,
15 necessarily, if I don't have to.

16 But it is my impression, and correct me if I'm
17 wrong, it is my impression that we have duties and
18 responsibilities. And I realize that banking managers
19 have additional duties and responsibilities. I get
20 that. And extensive, even.

21 But is it true that all the duties and
22 responsibilities of a banker, a banking manager will
23 also have those duties and responsibilities?

24 MR. CAMPBELL: Objection; vague; compound.

25 THE WITNESS: Do you want me to answer?

1 **MR. CAMPBELL:** You can answer if you understand
2 the question.

3 **THE WITNESS:** So yes. Does a manager do the
4 same activities as, say, a banker?

5 Yes. But not to the same extent.

6 **BY MR. CLAPP:**

7 **Q.** Not to the same extent. And in addition they
8 have the additional responsibilities, basically, of
9 managing and leading, et cetera; right?

10 **A.** (Nods head.)

11 **Q.** I mean, I get that.

12 Okay. Let me go to, very briefly, to
13 Exhibit 8.

14 **A.** Okay.

15 **(Whereupon Exhibit 8 was**
16 **marked for Identification.)**

17 **BY MR. CLAPP:**

18 **Q.** And the reason I want to -- I only have a
19 couple extremely quick points and I -- it's a nit, and I
20 apologize for even bringing it up.

21 But, I want to -- it's a problem in my mind and
22 I want to see if I can figure it out.

23 This is for a Banking Center Manager II job
24 description; right? Is that correct?

25 **A.** Yeah, that's what it says.

1 I'm trying to understand how this changes what
2 the -- what the banking manager does.

3 So was previous -- before Retail Reimagined,
4 was the banking manager the one who handled the small
5 business portfolio, I guess we would call it?

6 A. You know, it depended on the skill set of that
7 manager and the skill set of their bankers.

8 The difference here is business development
9 efforts to prospects.

10 So, our teams, including managers, would spend
11 a lot of time cold-calling small businesses in an
12 attempt to get an appointment with them.

13 Or they would go out and canvas and drop by
14 small business prospects, prospects meaning that they
15 don't bank at Comerica.

16 The return on investment of that time was not
17 very good. We were not very successful. It takes a lot
18 of calling, takes a lot of skill to get that appointment
19 with a prospect.

20 So that was handed over to this small business
21 banker role, because that's all they do. They --
22 they're not managing people, they're not dealing with HR
23 issues, they're not worrying about operations.

24 They're out there growing the business, in
25 terms of the small business, bringing in new small

1 businesses.

2 We still -- we still do outreach to small
3 business clients. And we still try to bring in new
4 businesses through networking or creating COIs. But in
5 terms of prospecting, cold-calling, managers did not
6 need to do that any longer.

7 Q. Was that something that was done by both
8 managers and by bankers before the creation of this
9 small business banker position?

10 A. Some bankers. Those bankers that may have
11 wanted to become a manager. It takes time for a --
12 someone to be skilled at meeting with business owners.

13 We talk about banker readiness, being
14 knowledgeable, being competent. We start our bankers
15 off with: Just learn the consumer side of the business.

16 That's a little easier for most of them.

17 Once they have a handle on that, and if their
18 goal is to become a relationship banker too and maybe a
19 bank manager at some point, then yes, we had situations
20 where bank managers would take out their banker on
21 business calls to show them how it's done.

22 We didn't have too many bankers who were
23 skilled at going out and prospecting new business
24 owners.

25 So this was primarily a bank manager exercise.

REPORTER'S CERTIFICATE

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney or any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Date: July 21, 2025



Connie J. Parchman

CSR No. 6137

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Exhibit “Settlement Agreement”

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 Gross Settlement Amount. 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. (1)(1)), this PAGA Settlement Agreement (Labor Code section 2699, subd. (1)(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. (1)(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. (1)(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 Judgment, (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

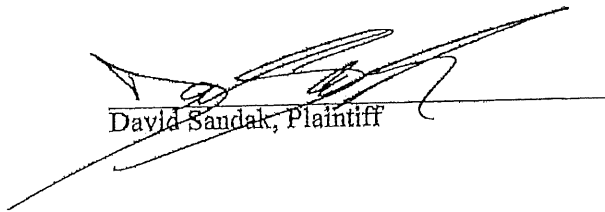
10.22 Execution in Counterparts. This PAGA Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., via DocuSign), or email which for purposes of this PAGA Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will 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

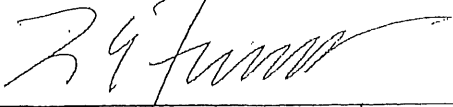
On Behalf of Plaintiff:

Dated: 2/24/26


David Sandak, Plaintiff

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.:

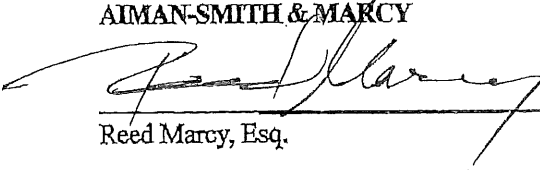
Dated: 03/09/2026


Name: LARRY E. FRANCO
Title: EVANATIONAL 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

3/23/2026

Dated: _____

Signed by: Michael Campbell

389E10EEF76841D...

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

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Exhibit “ILYM Estimate”

DECLARATION OF LISA MULLINS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating PAGA settlements and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
14 Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance
15 policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

16 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
17 counsel in the *Sandak v. Comerica Bank, et al.* matter.

18 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
19 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
20 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
21 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
22 possible discrepancies.

23 5. As part of the preparation for notice and disbursement, ILYM Group will process
24 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
25 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
26 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
27 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
28 not locate an updated address in the NCOA database, it will use the original address provided by Defendant

1 for mailing the notice.

2 6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for
3 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
4 including but not limited to overview and reconciliation of account; (c) calculating the individual
5 settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the
6 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
7 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
8 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
9 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
10 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
11 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed
12 quote for this matter.

13 7. ILYM Group's fees associated with the administration of this settlement are: **\$3,450.00**.

14 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 28th day of May 2026, at Tustin, California.

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EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

➤ **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

➤ **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

➤ **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

➤ **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

➤ **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

➤ **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

➤ **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

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SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and "codes" No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: David Sandak v. Comerica Bank, et al.

Tuesday, January 13, 2026

Requesting Attorney:

Lisbeth Bayona
Aiman-Smith & Marcy
lb@asmlawyers.com
818.359.1037

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	118
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$505.28
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,374.72
Case Conclusion:	\$570.00
Estimated ILYM Fees & Expenses:	\$3,450.00

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: David Sandak v. Comerica Bank, et al.

Tuesday, January 13, 2026

Requesting Attorney's Name: Lisseth Bayona

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
NCOA	Flat Rate	\$45.00	1	\$45.00
Toll-Free Customer Service Representative	Flat Rate	\$70.28	1	\$70.28
Subtotal				\$505.28

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	118	\$177.00
USPS First Class 1oz Postage	Per Piece	\$0.74	118	\$87.32
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	18	\$35.40
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00
Subtotal				\$2,374.72

**Additional Bank fees may apply*

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	1	\$120.00
Subtotal				\$570.00

Estimated ILYM Fees & Expenses: \$3,450.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1000, Oakland, California 94621.

On this date, I served the following:

Declaration of Joseph Clapp in Support of Motion for Approval of PAGA Settlement

addressed as follows:

TRACEY A. KENNEDY, Esq.
NAMAL TANTULA, Esq.
ELYSSA STERNBERG, Esq.
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Attorneys for Defendants
COMERICA BANK, COMERICA
INCORPORATED, and COMERICA
MANAGEMENT COMPANY, INC.

1 — [By U.S. Mail]] I caused such envelope, with postage fully prepaid, to be placed in the
2 United States mail at Oakland, California.
3 X [By E-Mail]] I caused such document to be electronically transmitted via the Internet to
4 the email addresses listed above from Oakland, California.
5 — [VIA ELECTRONIC SERVICE] I delivered the above-described document(s) via the
6 San Francisco Superior Court's email service provider, File & ServeXpress, LLC, to the
persons identified above.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Dated: June 2, 2026


Joseph Clapp