

PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) is made by and between Plaintiff Samuel Medina (“Plaintiff”), on behalf of himself and on behalf of the State of California, on the one hand, and Defendant Prime Administration, LLC (“Defendant”), on the other, subject to approval by the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions:

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Settlement Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action entitled *Samuel Medina v. Prime Administration, LLC*, Superior Court of California, County of San Diego, Case No. 37-2023-00047293-CU-OE-CTL.
- B. “Attorney’s Fees and Costs” means all of Plaintiff’s attorneys’ fees, costs, and expenses related to the claims alleged in Plaintiff’s PAGA Letter and/or any operative complaint filed in the Action (which includes, but is not limited to, all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the Settlement, securing court approval of the Settlement including any and all submissions related thereto, providing notice to the LWDA, administration associated with the Settlement, and obtaining a dismissal of the Action with prejudice).
- C. “Complaint” means the Complaint filed by Plaintiff on or about October 30, 2023 in the Action, and any amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of San Diego.
- E. “Defendant” means Prime Administration, LLC.
- F. “Defendant’s Counsel” means Summer J. Wynn and Claire E. Norman of Cooley LLP.
- G. “Effective Date” means two (2) court days after: (a) sixty-one (61) calendar days after the entry of the Court’s Order granting approval of the Settlement, if no timely motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the date sixty-one (61) calendar days after such appeal or other reconsideration or review has been finally concluded in favor of the Order granting approval of the Settlement and the Order granting approval of the Settlement is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.
- H. “Estimated Pay Period Amount” means 8,579 pay periods as of October 17, 2023.
- I. “Gross Settlement Amount” means the total amount to be paid by Defendant as provided by this Settlement Agreement.
- J. “LWDA” means the California Labor & Workforce Development Agency.
- K. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- L. “Mediation” means the mediation that occurred on October 17, 2023 with Steve Pearl Mediation, wherein the Parties agreed to settle this matter.

- M. “Memorandum of Understanding of PAGA Settlement” and “MOU” means the preliminary agreement signed by the Parties following the Mediation, which outlines the terms and purpose of this Settlement Agreement.
- N. “Net Settlement Amount” means the amount from the Gross Settlement Amount that is available for distribution as the LWDA Payment and Settlement Shares to the PAGA Members after the deductions set forth in Sections IV(D), IV(E) and IV(J). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Members for settlement of PAGA penalties.
- O. “Order” means the Order granting approval of the Settlement; the Parties will submit a proposed Order Approving PAGA Settlement Agreement in the same or a similar form as that attached hereto as Exhibit A.
- P. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- Q. “PAGA Letter” means the letter Plaintiff submitted to the LWDA on or about April 14, 2023.
- R. “PAGA Members” means all non-exempt employees of Defendant employed in California during the PAGA Period.
- S. “PAGA Period” means the one year preceding the date of the PAGA Letter filed in this Action, specifically April 14, 2022, with the PAGA Period end date being the date of court approval of the Settlement or January 15, 2024, whichever is earlier.
- T. “Plaintiff” means Samuel Medina.
- U. “Plaintiff’s Counsel” means Nicholas Ferraro of Ferraro Vega Employment Lawyers.
- V. “Parties” means Plaintiff and Defendant.
- W. “Released PAGA Claims” means any and all known and unknown claims under PAGA, including but not limited to any and all claims for penalties, attorney’s fees, and/or costs, that arise from or relate to the allegations in the Complaint and the allegations in Plaintiff’s PAGA Letter, including but not limited to alleged failure to pay paid sick leave, alleged failure to pay meal period and rest period premium wages, alleged failure to provide meal and rest periods, alleged failure to provide complete and accurate wage statements, alleged failure to maintain accurate records, alleged failure to pay all overtime wages, and alleged failure to pay all wages on separation, and/or alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.6, 248.7, 256, 432, 510, 512, 558, 1174, 1174.5, 1194, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5, and relevant applicable Industrial Welfare Commission Wage Orders.
- X. “Released Parties” means Defendant Prime Administration, LLC, and all of its current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.
- Y. “Releasing PAGA Members” means Plaintiff and all PAGA Members, and each of their successors, assigns, legatees, heirs, and personal representatives.
- Z. “Settlement,” or “Settlement Agreement” means this Settlement Agreement.

AA. “Settlement Administrator” means the third party claims administrator Phoenix Settlement Administrators, or a comparable vendor approved by the Court.

BB. “Settlement Administrator Costs” means the Settlement Administrator’s fees and expenses.

CC. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as consideration for the settlement and release of claims for penalties under PAGA as provided by this Settlement Agreement.

II. PROCEDURAL BACKGROUND

- A. On or about April 14, 2023, Plaintiff served a notice letter to the LWDA, pursuant to California Labor Code section 2699.3, to notify the LWDA of alleged Labor Code violations (the PAGA Letter). The LWDA did not respond to Plaintiff’s correspondence.
- B. Following informal discussions between Plaintiff’s Counsel and Defendant’s Counsel, the Parties agreed in or around June 2023 to mediate this matter with Steve Pearl Mediation and entered into a pre-litigation tolling agreement to facilitate this effort. The Mediation occurred on October 17, 2023, via video conference.
- C. Starting in or about September 2023, the Parties conducted an informal exchange of data and information, including, but not limited to, Defendant’s policies and data regarding the number of PAGA Members within the PAGA Period, as well as hire dates and last dates of work within the PAGA Period, as applicable, for the PAGA Members.
- D. After the Mediation, the Parties executed the MOU outlining the preliminary terms of this Settlement Agreement.
- E. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Settlement Agreement’s provisions, and all related drafts, communications, and discussions cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the Action have any merit or that it has any liability to Plaintiff or any of the PAGA Members. If for any reason the Settlement Agreement is not approved by the Court, it will be of no force or effect.

III. NO ADMISSION OF LIABILITY

- A. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to any person or entity under the claims asserted in the Action. This Settlement Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- B. Whether or not the Order becomes final and the Effective Date occurs, nothing in this Settlement Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage. If the Court does not approve the Settlement or enter the Order approving it for any reason, or if the Effective

Date does not occur for any reason, Defendant shall retain all of its rights to object to the maintenance of the Action as a representative action or otherwise, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Action may properly be maintained as a representative action under PAGA.

- C. This Section and all other provisions of this Settlement Agreement notwithstanding, any and all provisions of this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

IV. SETTLEMENT TERMS AND CONDITIONS

- A. **Stipulation for Settlement Only.** Consistent with this Settlement Agreement, Plaintiff will stipulate to the dismissal of the Action, and thus all claims alleged against Defendant, with prejudice. Plaintiff shall file the request for dismissal of the Action, with prejudice, within ten (10) days of the date that Defendant transfers the Gross Settlement Amount to the Settlement Administrator.
- B. **PAGA Members.** Defendant represents that there are currently approximately 339 individuals that compose the PAGA Members.
- C. **Gross Settlement Amount.** Subject to the terms and conditions of this Settlement Agreement, the Gross Settlement Amount is Two-Hundred and Fifty Thousand Dollars and no cents (\$250,000). The Gross Settlement Amount will cover: (a) the LWDA Payment; (b) all Settlement Shares to PAGA Members (described in Section IV(F)); (c) all Attorney's Fees and Costs (described in Sections IV(D) and IV(L)(2)); (d) any representative service payment and/or individual settlement payment amount to Plaintiff for the release of his individual claims (described in Section IV(E)); and (e) all Settlement Administration Costs (described in Section IV(J)). In no event shall Defendant be required to pay any amount more than the Gross Settlement Amount.
- D. **Attorneys' Fees and Costs.** Defendant will not oppose an application by Plaintiff's Counsel for attorneys' fees in an amount that does not exceed 35% of the Gross Settlement Amount (i.e., \$87,500). Additionally, Defendants will not oppose Plaintiff's application to the Court for reimbursement of litigation costs in an amount that does not exceed Twenty Thousand Dollars and no cents (\$20,000), according to proof and subject to Court approval. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or costs related to the Action or the claims encompassed by this Settlement Agreement, other than those specified in this Settlement Agreement. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on any payments made pursuant to this Section IV(D). The appropriate 1099 tax forms shall be provided by the Settlement Administrator to Plaintiff's Counsel for any payments made pursuant to this Section IV(D). Plaintiff's Counsel agrees to indemnify and hold Defendant harmless as to any tax liabilities imposed on or sought to be recovered against Defendant relating to or arising from any payments made pursuant to this Section IV(D).
- E. **Representative Service Payment / Individual Settlement Payment.** Subject to Court approval, Defendant agrees not to object to Plaintiff requesting a representative service payment in an amount that does not exceed Ten Thousand Dollars and no cents (\$10,000). This incentive payment shall be in addition to whatever Settlement Share Plaintiff is otherwise entitled to as a PAGA Member and shall be further deemed consideration for his individual general release of all claims. The appropriate 1099 tax forms shall be provided by the Settlement Administrator to Plaintiff for any payment made pursuant to this Section IV(E). Plaintiff shall be solely responsible for any tax obligations relating to or arising from his receipt of payment made pursuant to this Section IV(E). In no event shall Defendant be required to pay any amount more than the Gross Settlement Amount.

- F. **Settlement Shares.** Subject to the terms and conditions of this Settlement Agreement, each PAGA Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; the remainder of the Net Settlement Amount shall be paid to the LWDA, as described in Section IV(H).
- G. **Distribution of Settlement Shares to PAGA Members.** After deducting for the LWDA Payment from the Net Settlement Amount, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Member. The portion of the Net Settlement Amount available for distribution to PAGA Members (25% of the Net Settlement Amount) will be divided proportionally among all PAGA Members based on the number of pay periods worked during the PAGA Period.
- H. **Payment to LWDA.** The Settlement Administrator will pay the LWDA Payment, 75% of the Net Settlement Amount, to the LWDA as its share of the Settlement attributable to civil penalties under Labor Code section 2699(i).
- I. **Appointment of Settlement Administrator.** In connection with a joint submission to the Court for an order approving this Settlement, the Parties will propose a Settlement Administrator to distribute the Settlement Shares and other payments due under the Settlement, and otherwise administer the Settlement. In the event that the Settlement is not approved, Defendant will pay the Settlement Administrator's reasonable fees incurred as of that time. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to the performance of its duties and its compensation.
- J. **Payment to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Gross Settlement Amount its reasonable fees and expenses as approved by the Court. The Settlement Administrator's fees are estimated to not exceed Four Thousand and Five Hundred Dollars and no cents (\$4,500).
- K. **Tax Allocation.** The Parties shall allocate the Net Settlement Amount as 100% 1099 penalties and interest.
- L. **Procedure for Seeking Approval of Settlement.**
1. The Parties will cooperate in seeking approval of the Settlement pursuant to California Labor Code section 2699(1)(2). On or before fifteen (15) court days after execution of this Settlement Agreement or after the expiration of the PAGA exhaustion period, whichever is later, the Parties agree that Plaintiff shall file his application, joint stipulation, or motion for approval of this Settlement. Plaintiff shall provide Defendant with a copy of the draft joint stipulation, application or motion for approval at least five (5) court days prior to filing.
 2. Plaintiff shall submit a copy of this Settlement Agreement to the LWDA at the same time this Settlement Agreement is submitted to the Court for approval, in compliance with California Labor Code section 2699(1)(2). Within ten (10) calendar days after entry of an order approving the Settlement, Plaintiff shall submit a copy of the Court's order in compliance with California Labor Code section 2699(1)(3). If Plaintiff fails to satisfy these conditions in compliance with California Labor Code section 2699(1), this Settlement shall be voidable at Defendant's option after Defendant has provided Plaintiff's Counsel seven (7) days' written notice to cure the deficiency and such deficiency has not been resolved.
 3. If the Court does not grant the motion or joint stipulation for approval and issue an Order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.

4. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. Any modification of the amounts awarded for Attorney's Fees and Costs, or the amount of the requested incentive payment, shall not be deemed a material modification of the Settlement.
- M. **Submission of Order to LWDA.** Within ten (10) calendar days after entry of an order approving the Settlement, Plaintiff shall submit a copy of the Court's order in compliance with California Labor Code section 2699(l)(3).
- N. **Compliance with All Required Notice.** Plaintiff's compliance with the notice procedures described in Sections IV(L)(2) and IV(M) shall constitute due and sufficient notice to the LWDA, and shall be deemed by the Parties to satisfy any requirement of due process. Nothing else shall be required of, or done by, the Parties, Plaintiff's Counsel, or Defendant's Counsel to provide notice of the Settlement.
- O. **Reduction In Attorneys' Fees And Costs Or Representative Service Payment.** Any reduction by the Court or by an appellate court of the Attorney's Fees and Costs, or representative service payment, shall not affect any of the Parties' other rights and obligations under this Settlement Agreement.
- P. **No Right to Opt Out.** The Parties agree there is no statutory right for any PAGA Member to opt out or otherwise exclude themselves from this Settlement Agreement.
- Q. **No Claims Made/No Reversion.** This is a non-reversionary, no claims made settlement. No money shall revert to the Defendant in connection with this Settlement.
- R. **Payment of Settlement Shares to PAGA Settlement Group Members.**
1. Within ten (10) business days after the Effective Date, Defendant will provide to the Settlement Administrator the last known mailing addresses for each of the PAGA Members, for the purpose of the Settlement Administrator distributing the Settlement Shares by U.S. mail delivery of a check. This mailing address information will otherwise remain confidential and will not be disclosed to anyone. The Settlement Administrator will distribute the Settlement Share checks pursuant to the timing outlined in Section IV(S).
 2. In the event that any checks mailed to the PAGA Members remain uncashed after the expiration of 180 days, or an envelope mailed to a PAGA Member is returned and no forwarding address can be located for them after reasonable efforts have been made (including but not limited to skip tracing), then any such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the PAGA Member's name.
 3. The Settlement Share checks to PAGA Members shall be accompanied by a transmittal letter in the same or substantially similar form as that attached hereto as Exhibit B.
- S. **Timing of Settlement Payments.** Within five (5) business days after the Effective Date, the Settlement Administrator will provide Defendant with wire transfer information. Within five (5) business days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Gross Settlement Amount to the Settlement Administrator via wire transfer. The Settlement Administrator will then distribute the payments required under this Settlement Agreement within five (5) business days after Defendant transfers the Gross Settlement Amount to the Settlement Administrator. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Plaintiff's Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement. Defendant shall have no responsibility to distribute any payment of attorneys' fees or costs to any attorney or

law firm that may claim entitlement to fees and costs under this Settlement Agreement or as a result of the Action.

- T. **Pro-Rata Increase.** Defendant estimates and represents that the total number of pay periods worked by PAGA Members is the Estimated Pay Period Amount. If the total number of pay periods worked by the PAGA Members during the PAGA Period exceeds this Estimated Pay Period Amount by 10% or more, then the Gross Settlement Amount shall increase proportionately for each additional pay period over the Estimated Pay Period Amount.
- U. **Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Settlement Agreement, Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If any appeal is taken, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until after the Effective Date.
- V. **Plaintiff Medina's General Release of All Claims.** Upon entry of the Order approving this Settlement, Plaintiff and each of his successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort, or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions, or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against Defendant or the Released Parties. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

In addition, Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Plaintiff agrees that this waiver is an essential and material term of this release and the Settlement and that without such waiver this Settlement would not have been accepted.

- W. **PAGA Release and Waiver of Claims.** Upon entry of the Order approving the Settlement, Plaintiff, on behalf of the LWDA and State of California, and all Releasing PAGA Members shall release and forever discharge all Released Parties from any kind of claim or action for civil penalties under PAGA during the PAGA Period based on or arising out of the allegations in the PAGA Letter or the Complaint in the Action including, but not limited to, the Released PAGA Claims and any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.6, 248.7, 256, 432, 510, 512, 558, 1174, 1174.5, 1194, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5, and relevant applicable Industrial Welfare Commission Wage Orders.
- X. **No Injunctive Relief.** As part of this Settlement, Defendant shall not be required to enter any consent decree, nor shall Defendant be required to agree to any provision of injunctive relief.

- Y. **Interim Stay of Proceedings.** If warranted, the Parties shall jointly seek to stay all dates and deadlines before the Court pending approval of this Settlement. The Parties also agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain entry of the Order granting approval of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the Settlement is not approved by the Court.
- Z. **Continued Jurisdiction.** After entry of the request for dismissal of the Action, with prejudice, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement Agreement, (ii) Settlement Agreement administration matters, and (iii) such matters as may be appropriate under court rules or applicable law, or as set forth in this Settlement.
- AA. **Confidentiality.** This Settlement and the communications leading to its execution are intended by the Parties to remain confidential and non-public to the extent practicable in light of the fact that this Agreement is being submitted for approval in Superior Court, shall be filed with the LWDA, and a check in connection with this Settlement will be mailed to PAGA Members. The communications and discussions regarding this Settlement are further covered by mediation and settlement privileges. Neither Plaintiff nor Plaintiff's Counsel shall engage in the release of any press releases or advertising relating to this Settlement or Defendant, nor shall they initiate any publicity of any kind related to this Settlement. The terms of this Settlement (including but not limited to the Gross Settlement Amount) shall remain confidential and shall not be discussed or disclosed by Plaintiff (other than to his attorneys, spouses (if any), and/or financial advisors (if any)) or by Plaintiff's Counsel, until the approval application or motion is filed in the Court overseeing the Action.
- BB. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action reached through arms-length negotiations, through the assistance of a neutral mediator, taking into account all relevant factors, current and potential.
- CC. **Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be ongoing, instituted, prosecuted, or attempted, with respect to the Released PAGA Claims, against the Released Parties.
- DD. **Miscellaneous Terms.**
1. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties regarding this Settlement and the Released PAGA Claims and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof, and all prior or contemporaneous understandings, representations, and statements, oral or written, are merged into and superseded by this Settlement Agreement. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by Plaintiff and Defendant.
 2. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

3. **Approved As To Form.** This Settlement Agreement has been approved as to form by Plaintiff's Counsel and Defendant's Counsel.
4. **Modification of Agreement.** This Settlement Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of the Parties.
6. **Applicable Law.** All terms and conditions of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement, the same shall not be construed against any of the Parties.
8. **Duty of Good Faith.** The Parties and their respective counsel shall make all good faith efforts to effectuate the terms of this Settlement Agreement.
9. **Headings.** The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement.
10. **Grammar.** The neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun, and vice versa.
11. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by pdf, DocuSign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method shall be equivalent to original signatures

(CONTINUED ONTO NEXT PAGE)

V. EXECUTION

The Parties have duly authorized and caused this Settlement Agreement to be executed on the date(s) set forth below.

Dated: November 6, 2023

SAMUEL MEDINA

Samuel Medina

Dated: November 7, 2023

PRIME ADMINISTRATION, LLC

By: *Elif Kimyacioglu*

Elif Kimyacioglu
Senior Counsel & VP Risk Management

EXHIBIT A

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3160 Camino del Rio South, Suite 308
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com

Attorneys for Plaintiff Samuel Medina

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SAMUEL MEDINA, individually and on behalf
of all others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

vs.

PRIME ADMINISTRATION, LLC; and DOES
1 through 50, inclusive,

Defendants.

Case No. 37-2023-00047293-CU-OE-CTL

*Assigned to the Hon.
Dept.*

**[Proposed] Order Approving PAGA
Settlement Agreement**

1 **[PROPOSED] ORDER**

2 The Court has reviewed the Joint Stipulation Requesting PAGA Settlement Approval, the
3 Declaration of Nicholas J. Ferraro, and its exhibits, including the PAGA Settlement and Release
4 Agreement (“Settlement”).

5 **NOW, THEREFORE, THE COURT HEREBY ORDERS AS FOLLOWS:**

6 The Parties’ Joint Stipulation Requesting PAGA Settlement Approval is **GRANTED** and
7 approved pursuant to California Labor Code section 2699(1)(2). The terms of the Settlement are
8 incorporated into this Order as though fully set forth herein. Accordingly, the Gross Settlement
9 Amount shall be distributed as follows:

- 10 1. <INSERT> to the Labor and Workforce Development Agency for PAGA penalties
11 2. <INSERT> to the PAGA Employees
12 3. \$10,000 to Plaintiff as an enhancement payment
13 4. \$87,500 to Plaintiff’s counsel for attorneys’ fees
14 5. <INSERT> to Plaintiff’s counsel for costs
15 6. <INSERT> to the Settlement Administrator

16 Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the terms of the
17 Settlement in accordance with the Settlement Agreement.

18 The Court retains jurisdiction over the Parties to enforce the terms of the Settlement.

19
20 **IT IS SO ORDERED**

21
22 _____
23 <INSERT>

24 Judge of the Superior Court

EXHIBIT B

To: <<First Name>> <<Last Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

Re: **PAGA Settlement Check for *Samuel Medina v. Prime Administration, LLC***
San Diego Superior Court Case No. 37-2023-00047293-CU-OE-CTL

Dear <<First Name>> <<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>>. This check is your individual proportional share of the settlement approved by the San Diego Superior Court in the matter of *Samuel Medina v. Prime Administration LLC* (Case No. 37-2023-00047293-CU-OE-CTL) under the Private Attorneys General Act of 2004 ("PAGA").

You are receiving a portion of the settlement because you have been identified as a non-exempt employee who worked for Prime Administration LLC in California between April 14, 2022 and the date of court approval of the Settlement or January 15, 2024, whichever is earlier. The amount of your check is based on the length of time you worked for Prime Administration LLC during the relevant period.

If you have any questions about this payment, please contact the Settlement Administrator, Phoenix Settlement Administrators, at 1-800-<<_____>>.

The settlement amount is based on civil penalties under PAGA and will be reported on an IRS Form 1099. You are responsible for any taxes that may be due. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Your check is valid for 180 days from the date of issuance. Please cash or deposit your check within this 180-day timeframe. If you do not cash or deposit the check within the 180-day timeframe, your check will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

Please **do not** call or write the San Diego Superior Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions about the settlement, please contact the Settlement Administrator at Phoenix Settlement Administrators at 1-800-<<_____>>.

Regards,

Phoenix Settlement Administrators
Samuel Medina v. Prime Administration, LLC