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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA – SOUTH COUNTY

ANACAPA DIVISION

ELIZABETH PETERSEN, on behalf of all similarly situated persons and aggrieved employees, Plaintiffs, vs. SUNRUN, INC., and DOES 1-50, Defendants.	CASE NO.: 26CV03332 [Assigned for all Purposes to the Hon. Thomas P. Anderle, Dept. 3] **DECLARATION OF REUBEN D. NATHAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR ORDER:** **1. GRANTING FINAL APPROVAL OF PAGA SETTLEMENT** **2. APPROVING REQUEST FOR SETTLEMENT ADMINISTRATOR COSTS** **3. APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,** **4. APPROVING REQUEST FOR PAGA REPRESENTATIVE ENHANCEMENT PAYMENT** Date: July 1, 2026 Time: 10:00 a.m. Dept: 3 Santa Barbara Superior Court Anacapa Division 1100 Anacapa Street Santa Barbara, CA 93101

I, REUBEN D. NATHAN, declare as follows:

1. I am over the age of eighteen years old and I am mentally competent to attest to the matters set forth in this declaration. I am an attorney at law licensed to practice in the State of California and the District of Columbia, and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I am the principal attorney at the law firm of Nathan & Associates, APC ("RN"). I am counsel of record for Plaintiff ELIZABETH PETERSEN ("Plaintiff") in this action.

3. I am submitting this Declaration in support of Plaintiff's Unopposed Motion for Order: Granting Final Approval of PAGA Settlement; Approving Request for Settlement Administrator Costs; Approving Request for Attorneys' Fees and Costs; and Approving Request for PAGA Representative Enhancement Payment.

4. Plaintiff was employed by Defendant beginning on or about March 4, 2025, as a retail sales associate at the Murrieta Lowe's (and another) location and later worked as a lead generator, receiving hourly wages and commissions. Plaintiff alleges her employment ended on or about January 30, 2026.

INVESTIGATION AND RELEVANT LITIGATION HISTORY

5. On February 26, 2026, Plaintiff provided written notice to the LWDA and Defendants identifying the Labor Code provisions allegedly violated and the supporting facts, and on May 11, 2026, Plaintiff served an amended notice adding factual support to the existing statutory violations. The LWDA did not provide notice that it intended to investigate Plaintiff's claims within the statutory period, thereby permitting Plaintiff to pursue this representative action under Labor Code section 2699.3. +

6. On May 20, 2026, Plaintiff filed this representative action seeking PAGA penalties on behalf of all California non-exempt former and current employees of Defendant during the relevant period, while expressly alleging that this is a representative action and not a class action.

7. The pleadings assert predicates including Labor Code sections 200, 201-203, 204, 208, 210, 216, 218, 218.5, 218.6, 221-224, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-

248.5, 246.5, 248.6, 249, 351, 353, 432, 432.5, 432.7, 510, 512, 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2800 et seq., 2802, 2804, and 2810.5, as well as related Wage Order provisions.

8. Defendant filed its Answer to Plaintiff's Complaint on May 27, 2026.

9. During the litigation and pre-mediation investigation, Plaintiff's counsel conducted factual investigation, legal research, witness interviews, and analysis of Defendant's pay practices, timekeeping data, payroll data, wage statements, policies, and related records. Informal discovery exchange, confirmatory discovery, or payroll/timekeeping production occurred between February 2026 through May 2026.

10. Prior to mediation, the Parties exchanged substantial information and documents sufficient to permit an informed evaluation of the claims and defenses. This included, among other things, payroll and timekeeping data, employee data, Plaintiff's employment records, and a negotiated sampling of records for aggrieved employees.

11. Specifically, Defendant produced data including approximately 43.6 MB of Excel data with approximately 525,330-line items, additional Excel sheets regarding Plaintiff, and approximately 604 pages of documents including Plaintiff's personnel and related records. The production also included data reflecting approximately 91,493 pay periods for purposes of analysis and mediation preparation.

12. Based on the records and information exchanged, Plaintiff's counsel evaluated the strengths and weaknesses of Plaintiff's theories, including alleged violations relating to off-the-clock work, rounding, regular-rate calculations involving commissions and bonuses, meal periods, rest periods, wage statements, paid sick leave, vacation or paid time off, reporting time pay, suitable seating, suitable resting facilities, business expense reimbursement, final pay, timely pay during employment, recordkeeping, commission agreements, and day-of-rest requirements.

13. On May 12, 2026, the Parties participated in a private mediation before Jeffrey Fuchsman. The case resolved at mediation following a mediator's proposal.

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14. The Parties executed a binding Memorandum of Understanding dated May 12, 2026, memorializing the essential terms of their settlement under Code of Civil Procedure section 664.6.

15. The Parties thereafter negotiated and executed a binding settlement agreement under Code of Civil Procedure section 664.6. The Parties' Settlement Agreement was executed on May 29, 2026. A true and correct copy of the Parties' executed Settlement Agreement is attached hereto as "**Exhibit 1**."

16. The parties exchanged a substantial volume of information and documents to facilitate meaningful settlement discussions including Defendant's production of a 25% sampling of the records that were reviewed by Plaintiff's experts and attorneys. Specifically, Defendant produced 43.6 MB of data in Excel, with 525,330 line items~~,~~ 3 Excel Sheets containing 101 KB of data for Plaintiff and 604 pages of documents (Plaintiff's employee files – containing a separate 205.7 mb of data) covering a total of 91,493 pay periods, which was made as a part of a negotiated sampling produced in preparation for mediation and further production of confirmatory documents produced post-mediation, which enabled Plaintiff to evaluate the strengths and weaknesses of the claims and to prepare for informed negotiations. The data produced were records for multiple years, divided between the years.

17. From Plaintiff's perspective, the evidence weighs in favor of Plaintiff due to Defendant's multiple violations of the Labor Code as alleged in the Complaint. Even if Plaintiff were not to prevail on some of the Labor Code violations, Plaintiff will prevail on at least one violation. Based on her investigation and evidence, Plaintiff was prepared to litigate the case and take the case to trial. Defendant denies Plaintiff's allegations in her entirety, but overall believes this settlement is in the best interest of Defendant and the aggrieved employees.

18. These facts and the risk and expense of further litigation led the parties to pursue mediation. In preparation for the mediation, Defendants provided Plaintiff with information and data necessary for penalty calculations, including Plaintiff's employment files, 25% sampling data for the PAGA Aggrieved Employees, the total number of PAGA Aggrieved Employees, and the total number of pay periods between June 2, 2021, and August 10, 2026. Using this information,

Plaintiff was able to calculate Defendant's total penalty exposure for the PAGA Period.

<u>THE SETTLEMENT</u>

19. The settlement defines the PAGA Settlement Members as all persons who worked for Defendant in California as non-exempt employees during the PAGA Period, which is defined to mean the period from June 2, 2021, to August 10, 2026, or the date the Court approves the Settlement, whichever is earlier.

20. Defendant represented that, as of May 12, 2026, there were 91,493 pay periods worked by aggrieved employees during the PAGA Period. There is a an escalator clause in the Settlement Agreement to protect the interest of the LWDA and PAGA aggrieved members in the event the total Pay Periods exceeds 10% of the total number represented by Defendant.

21. The settlement fund of $2,950,000 for approximately 91,493 pay periods equates to an approximate **$32.24** per pay period. After payment of administration costs of $29,950.00 requested attorney's fees ($973,500.00), total attorney costs of $11,817.44, and service award (not to exceed $10,000.00 total), the proposed settlement provides a Net Settlement Amount of $1,924,732.56 of which $1,251,076.16 is allocated to the LWDA and $673,656.40 to the PAGA Aggrieved Employees. Based on this Settlement, the PAGA Aggrieved Employees will receive an average payment of $65.31 to be mailed to each of the 10,315 PAGA Aggrieved Employees.

22. The Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement") involves the formation of a non-reversionary fund consisting of $2,950,000 ("Gross Settlement Fund"). The Gross Settlement Fund will be used to pay the PAGA Representative Enhancement Payment, PAGA Counsel Attorneys' Fees payment, PAGA Counsel litigation expenses payment and the Settlement Administration Costs payment. Plaintiff's enhancement payment is requested in the amount of $10,000.00. Settlement Administration Costs to ILYM Group in the amount of $29,950.00. Attorney's Fees are requested in the amount of $973,500.00 and costs in the amount of $11,817.44. The PAGA Penalties will be distributed from the Net Settlement Amount (remaining funds from the Gross Settlement Amount) as follows: Sixty-five percent (65%) of the Net Settlement Amount (i.e., $1,251,076.16) will be distributed to the California Labor & Workforce Development Agency ("LWDA") as required by the PAGA and the remaining thirty-

five percent (35%), (i.e., approximately $673,656.40) will be distributed to all PAGA Settlement Members, to be calculated and apportioned from the PAGA Settlement Fund based on the number of Pay Periods a PAGA Settlement Member worked during PAGA Period. Settlement Agreement § 28.

23. Within 20 calendar days of the Effective Date[1], Defendant will provide the PAGA List[2] to the Administrator. Within 10 calendar days after receiving the PAGA List from Defendant, the Settlement Administrator will mail a PAGA Notice to all PAGA Settlement Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the PAGA List. (Settlement Agreement §§ 3, 4, 31, 32). A true and correct copy of the PAGA Notice is attached hereto as "**Exhibit 2**."

24. Defendant will fund the Gross Settlement Amount within 10 calendar days of the Effective Date ("Funding Date"). (Settlement Agreement §§ 8, 22.) Within 10 calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) PAGA Settlement Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. (Settlement Agreement §§ 39). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. (Settlement Agreement §33)

25. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Any PAGA Notices returned to the Settlement Administrator as non-deliverable will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the PAGA Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security number of the PAGA Settlement Member involved, and will then perform a single re-

1 Per the Settlement Agreement, "Effective Date" means the date of Settlement Approval by the Court.
2 Per the Settlement Agreement, "PAGA List" means a complete list of all PAGA Settlement Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within 20 calendar days after Settlement Approval.

mailing. (Settlement Agreement § 33).

26. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the unclaimed property fund of the State of California. (Settlement Agreement § 40).

27. As noted, thirty-five percent (35%) of the PAGA penalties (i.e., approximately $673,656.40) will be allocated to the PAGA Settlement Aggrieved Employees. Based on the numbers Defendant provided, approximately 10,315 current and former employees will share in this fund in proportion of the pay periods each member worked. The portion to each of the PAGA Settlement Aggrieved Employees will be treated as non-wages since these are civil penalties and reported by the Settlement Administrator by law. As such, the settlement provides that 100% of each PAGA Settlement Member's individual payment shall be treated as penalties and interest and reported on IRS Form 1099. PAGA Settlement Aggrieved Employees will receive, on average, $65.31, which exceeds the payout in most employment wage and hour PAGA settlements.

28. The settlement includes a PAGA release on behalf of PAGA Settlement Members for all claims for civil penalties under PAGA asserted in the action, as amended, and/or arising from or related to the facts and claims alleged in the action and/or the PAGA letters sent to the LWDA dated February 26, 2026, and May 11, 2026.

29. The settlement also requires Plaintiff, as a condition of receiving the enhancement payment, to execute a broader individual general release, including a waiver under Civil Code section 1542.

THE SETTLEMENT IS FAIR AND REASONABLE AND WARRANTS COURT APPROVAL

<u>NOTICE TO THE LWDA</u>

30. In 2016, the PAGA was amended to require the Court to "review and approve any settlement of any civil action filed pursuant to this part." (Cal. Labor Code § 2699(1)(2).) The amendment also required that the "proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." As such, the Settlement and this Motion have been

concurrently submitted to the LWDA in accordance with this section. A true and correct copy of the verification from the LWDA of the submission to the LWDA of the proposed settlement is attached hereto as "**Exhibit 3**."

EVALUATION OF THE PAGA SETTLEMENT

31. In evaluating this matter, Plaintiff's counsel analyzed Defendant's defenses and the litigation risks associated with continuing the case through trial. Those risks included disputes regarding whether off-the-clock work occurred, whether rounding caused compensable underpayment, whether meal and rest period violations occurred at actionable rates, whether certification-like manageability issues would affect the representative proof, whether regular-rate violations involving commissions and bonuses could be established on a representative basis, and the extent to which penalties would be reduced under Labor Code section 2699, subdivision (e).

32. In this case, Plaintiff's theory centers around Defendant's (1) failure to provide written/accurate wage statements required by California Labor Code section 226(a), (2) failure to provide compliant meal and rest periods required by California Labor Code sections 226.7 and 512, including failure to pay properly calculated meal and rest period premiums, (3) failure to pay minimum, straight-time, overtime, and double-time wages required by California Labor Code sections 510 and 1194, including for off-the-clock work, rounded time, and work performed during meal periods, (4) failure to provide suitable resting facilities, (5) failure to provide suitable seating, (6) failure to pay sick leave at the proper rate, (7) unlawful deductions, (8) failure to pay reporting time pay, (9) violation of Labor Code sections 1198 and 1199 concerning maximum hours of work and standard conditions of labor, (10) failure to provide and/or pay vacation pay and paid time off at the proper rate, (11) failure to pay all wages upon separation, (12) failure to timely pay wages during employment, (13) failure to maintain accurate employment records, (14) failure to timely produce personnel records and payroll records, (15) violation of Labor Code section 223, (16) violation of Labor Code section 216, (17) failure to reimburse necessary business expenses required by California Labor Code section 2802, (18) violation of California's day-of-rest laws under Labor Code sections 551 through 553, to the PAGA Aggrieved Members. Defendant maintains data for all 10,315 PAGA Aggrieved Employees. Based on the evidence, aggrieved

employees were subject to these violations committed by Defendants.

33. The claims in relation to the enumerated Labor Code sections set forth in the Complaint are as follows: (1) minimum wage, straight-time, overtime, and double-time violations pursuant to Labor Code sections 200, 204, 210, 510, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, including claims based on off-the-clock work, time-rounding practices, and the failure to include commissions, bonuses, shift differentials, and other non-discretionary compensation in the regular rate of pay; (2) meal period and rest period violations pursuant to Labor Code sections 226.7, and 512, and the applicable IWC Wage Orders, including failure to provide compliant meal and rest periods and failure to pay properly calculated premium wages; (3) wage statement violations pursuant to Labor Code sections 226 and 226.3; (4) unlawful deduction and related wage-withholding violations pursuant to Labor Code sections 216 and 221 through 224, and commission-agreement violations pursuant to Labor Code sections 2751; (5) expense reimbursement violations pursuant to Labor Code sections 2800 et seq., 2802, and 2804; (6) paid sick leave violations pursuant to Labor Code sections 233, 234, 245 through 249, and 246.5, including failure to track, disclose, and pay sick leave at the proper rate; (7) vacation pay and paid time off violations pursuant to Labor Code section 227.3; (8) reporting-time-pay and related Wage Order violations pursuant to Labor Code sections 1198 and 1199 and the applicable IWC Wage Orders; (9) suitable seating and suitable resting-facilities violations pursuant to Labor Code sections 1198 and 1199 and the applicable IWC Wage Orders; (10) employee-records and recordkeeping violations pursuant to Labor Code sections 1174, 1174.5, 1175, 1198.5, 226, and 432; (11) employee notice regarding sick pay violations pursuant to Labor Code sections 2751; (12) final-pay and timely-pay violations pursuant to Labor Code sections 201 through 203, 204, 208, and 210; (13) day-of-rest violations pursuant to Labor Code sections 551 through 553; and (14) Plaintiff seeks PAGA civil penalties associated with these alleged violations. From the alleged Labor Code violations set forth in the Complaint, several of the alleged violations are pursued as PAGA-enforcement predicates, including Labor Code sections 210, 216, 551 through 553, 558, 558.1, 1174, 1174.5, 1175, 1198, 1199, 2751, and 2810.5, together with the applicable IWC Wage Order provisions regarding reporting time pay, meal and rest periods, suitable resting facilities,

and suitable seating.

34. The evidence/data produced by Defendant confirms approximately 91,493 pay periods for the approximately 10,315 PAGA Aggrieved Employees between June 2, 2021, through May 12, 2026.

35. The entire overtime claim is predicated on off-the-clock work performed in the beginning or at the end of an employees' shift, rounding with entries to the minute, and failure to pay the proper regular rate (at times) during pay periods when bonus and commissions were earned. Similarly, the minimum wage claim is also predicated on off-the-clock work performed prior to the employee clocking in for work. Based on a review of approximately 25% of the sampling data which included Defendant's timekeeping and payroll records, there were some violation rates that were almost non-existent, others that were minimal, and other violations rates (regular rate based on the commissions and bonuses) that were more consistent throughout the period. The evidence also reveals that if employees participated in any off-the-clock work or any rounding occurred, it was somewhat sporadic and was not consistent throughout the period, whereas Defendant's time keeping, and payroll sampling data reflects that the regular rate violation of unpaid overtime for failing to incorporate commissions and bonuses was approximately 19%, whereas the violation rate for unpaid sick or PTO was 14.3%.

36. The meal break sampling data records revealed that 30.5% of the shifts in sampled group employees had a first meal break violation, whereas 0.5% sampled shifts had a second meal break violation, with an additional 27.9% of shifts that appear to be shortened, late, or interrupted although this evaluation is subject to several assumptions in support of the violation. Employees execute meal break waivers during the onboarding process, which was also true for both Plaintiff and the aggrieved employees. Defendants did not have a formal policy to record rest breaks. The evidence and records revealed that approximately 10% of shifts had rest break violations. Plaintiff relied on the records, her own experience, and other aggrieved employees experience revealed that most employees received their rest breaks because rest breaks were made available.

37. The reimbursement of business expenses claim made pursuant to Labor Code section 2802, et seq. is based on Defendant's failure to properly reimburse employees the proper

amounts for cell phone usage, fuel, and clothing. Defendants contend that their reimbursement policy is proper and that employees did not submit for reimbursement. Employees' phones were used to make calls, gas was used to travel, and clothes were purchased, but these were generally intermittent purchases during specific durations of time rather than a continuous ongoing daily expense. Ultimately, this is an issue of left for the battle of experts should the case proceed to trial. Plaintiff has predicated the analysis on a 20% violation rate for this claim, which based on Plaintiff's experience, aggrieved employees' testimony, and the records reviewed.

38. For the wage statement claim, employees confirmed that they received their wage statements while employed with Defendant, which is also supported by the sampling. As formatted, the wage statements appear on their face to be correct. However, the wage statement violation rate will increase dramatically with the regular rate issues. Otherwise, there will be wage statements violations based on the meal and rest break violations based on the above analysis. Plaintiff has predicated the analysis on a 100% violation rate per pay period for this claim.

39. Based on the sampling data and records, the sick pay/PTO violations based on the regular rate occurred 14.3% of the time in every shift.

40. Any other violation was predicated on the aforementioned labor violations and are punitive in nature.

41. Defendant contends that it did not commit these violations against PAGA Aggrieved Employees. Defendant claimed that the employees are inside sales or outsides sales employees meeting the requisite elements for each exemption. Out of the 10,315 PAGA Aggrieved Employees, 10,174 or 98.6% of the PAGA Aggrieved Members worked in a sales-related position as inside or outside sales. Defendant claims that the remaining 1.4% PAGA Aggrieved Employees were not subject to the same violations as the inside and outsides salespersons, including but not limited to the regular rate and rest break violations.

42. Under PAGA, the realistic range for PAGA penalties in recent cases ranges between $5-100 per pay period. Courts have considerable discretion to reduce the penalty award below the maximum. In *Fleming v. Covidien* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590, a federal court reduced PAGA penalties. Some trial courts have awarded no civil penalties, even

when Labor Code violations were established. Examples of low PAGA per pay period awards include the following:

- *Makabi v. Gedalia* (2nd Dist. Ct. of App. Mar. 6, 2016) 2016 Cal.App.Unpub. 1489, *5–7 (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision).
- *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).
- *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801 (E.D. Cal. 2012), where the court approved a total PAGA penalty amount of $10,000, for as many as 2,055 current and former employees.
- *Schiller v. David's Bridal, Inc.*, 2012 WL 217001 (E.D. Cal. 2012), the court approved a PAGA penalty amount of $10,000 for 3,326 individuals.
- *Enombang v.Target*, Case No. RG17853948, on July 24, 2018 for a total amount of $9,000,000. The dispute involved 90,462 allegedly aggrieved employees and 1,939,006 pay periods in Alameda Superior Court. [$4.66 per pay period].
- *Pickett v. 99 Cents Only Stores*, Case No. BC473038, on August 1, 2017, for a total amount of $1,290,000. The dispute involved approximately 10,000 allegedly aggrieved employees and approximately 1,592,592.6 pay periods in Los Angeles Superior Court. Pickett v. 99 Cents Only Stores, Case No. BC473038 [$.81 per pay period.]
- *Carrington v. Starbucks Corp.*, (2018) 30 Cal.App.5th 504, the Court of Appeal affirmed a judgment after trial which provided for a PAGA penalty of $5 per pay period. In *Doe v. Google, et al.*, Case No. CGC-16-556034, the court approved $15 per aggrieved employee.

43. The data and information produced through the sampling reflects that Defendant had various violations rates on the lower end with the rounding, off-the-clock, and regular rate issues re: sick pay/PTO/commission and bonuses. The rest break violation rate was extremely low to non-existent and violation rate were much higher for the meal break and wage statement violations. Therefore, based on applying a maximum exposure analysis for a violation per pay period, Plaintiff believes the maximum total exposure value of the claims is $9,149,300.00 based

on 91,493pay periods (x $100 per violation) and $24,250,907.00 if we were to aggregate penalties for each predicate Labor Code violation.

44. The low violations rates for the minimum wage, overtime, and regular rate issues and the risks associated with litigating this case further support the settlement. The higher meal break and wage statement violation rate is what has supported Plaintiff in obtaining an extremely successful settlement value on behalf of the LWDA and aggrieved PAGA members. Plaintiff believes that more than **$32.24** per pay period or **31.9%** of the maximum available ($100) per pay period is an excellent result and more than reasonable under the circumstances, including but not limited to the violation rates. The Labor Code violations not dependent on PAGA provide for greater penalties depending upon the violation at issue. For minimum wage and overtime the penalties would be $100/$250 for subsequent violations and the penalties for wage statement violations are $250/$1000 for subsequent violations. Maximizing the violations with the higher penalties could double the total exposure although it is unrealistic given how courts award penalties. In a recent styled PAGA-only case, the Plaintiffs were awarded $30M by the trial court in a lawsuit against Trader Joe's. There were 2,543,299 pay periods in the PAGA period with maximum exposure of $254,329,900, but the court awarded the Plaintiffs and aggrieved employees the equivalent of $11.79 a pay period.

45. In fact, Defendant maintained defenses to the off-the-clock, minimum wage, rounding, meal and rest break, and regular rate issues. After each pay period, Plaintiff and aggrieved employees certify under penalty of perjury that the employee took his or her legally compliant meal and/or rest break, which serves as Defendant's strongest defense to meal and rest break violations. In addition, Defendant argued that employees did not work off-the-clock or engage in rounding, because Defendant maintained a robust policy and accurate timekeeping system to ensure off-the-clock work is not performed. Any to the minute entries were generally not consistent throughout the day the respective aggrieved employee clocked in and out. Interviews with witnesses confirmed that if any hours were worked off-the-clock, it was specific to a manager/location and not part of a corporate mandate or policy and/or that those members had a specific memory of clocking in at the exact 0-15-30-45- and 1 hr. minute mark. Defendant did

not have a policy to record rest breaks, which also supported Defendant's position in addition to the attestation of compliance by the employees. The impact of the settlement serves as a deterrent because Defendant is paying a significant amount of money for some violations that Defendant considers non-existent or at a lower-level violation rate while at the same time, although others have a higher violation rate per shift i.e. meal break breaks (30.5% violation rate for first meal breaks and 57.9% if you include any shortened or interrupted meal break) and wage statement (100%) violations. Additionally, this will cause Defendant to tighten their practices even more and ensures that the State's purposes are met by reminding companies that they cannot get away with or justify what they may consider to be a de minimis case. Employees' rights are being protected while the State is receiving a significant amount of money through this settlement.

46. Based on the investigation performed, the information exchanged, the mediator-assisted negotiations, and the risks and uncertainties of continued litigation, it is my opinion that the settlement is fair, reasonable, adequate, and in the best interests of the State of California and the allegedly aggrieved employees.

47. It is further my opinion that the settlement provides a meaningful and substantial recovery in light of the risks, costs, delay, and uncertainty of further litigation.

48. This result is extremely positive and favorable to the State, which will receive approximately $1,251,076.16. The PAGA Aggrieved Employees will receive approximately $673,656.40, which amounts on average to $65.31 per aggrieved employee, which is an outstanding result considering the issues in this case.

EDUCATION AND EXPERIENCE

49. I graduated from Western State University School of Law in 1999 after pursuing undergraduate studies in the United Kingdom. I am admitted to practice law before all courts in the State of California and Washington D. C.

50. I have been practicing law full time for approximately 25 years. My practice has been devoted to complex class action and/or representative action litigation for the past twenty-eight years. Much of this litigation has involved class action and representative action prosecution of wage and hour laws (state and federal), state and federal privacy laws and consumer laws.

51. I have been named a Super Lawyer from 2014-2022, 2025 and won awards such as Class Action Attorney of the Year. I have represented and continue to represent plaintiffs in various types of class action and representative cases.

52. I have served as lead class counsel in several cases and as counsel in PAGA representative actions, including some of the following, which are set forth below:

a. *Reid v. Diedrich Coffee, Inc., et al.*, U.S. District Court, Central District of California, Case No. SACV06-888 AG (MLGx);

b. *Scerca v. Town & Country, et al.,* U.S. District Court, Central District of California, Case No. SACV06-889 AG (MLGx);

c. *Hilliard v. Ameriquest, et al. and Torok v. Ameriquest, et al.,* U.S. District Court Central District of California, Case No. SACV06-892 JVS (ANx);

d. *Strich v. Solstice Capital*, *et al.,* U.S. District Court Central District of California, Case No. CV05-8757 SGL (RNBx);

e. *The Parking Concepts Wage & Hour Cases*, Los Angeles County Superior Court, Case No. JCCP 4531;

f. *Griffin et al. v 725 Baker LLC, Orange County County Superior Court,* Case No. 30-2010-00397655-CU-OE-CXC;

g. *Leon v. Allied Exhaust Systems*, Los Angeles Superior Court, Case No.: BC438653;

h. *De Los Santos v. Lala's Argentine Grill,* Los Angeles Superior Court, Case No. BC472215;

i. *Duarte v. Heroes Restaurants, Inc.,* Orange County Superior Court, Case No.: 30-2012-00581304;

j. *Lopez v. My World Enterprises, Inc*., Los Angeles Superior Court, Case No. BC506687;

k. *Taylor v. Loandepot.com, llc*., Orange County Superior Court, Case No. 30-2013-00648925;

l. *Soto v. Wild Planet, Inc.*, Northern District of California, Case No. 5:15-cv-05082, resulting in a settlement on behalf of class members;

m. *Tran v. Paramount Mortgage, LLC*, Orange County Superior Court, Case No. 30-00827323 resulting in a settlement on behalf of class members;

n. *Morris v. SolarCity Corporation*, Northern District of California, Case No. 5:15-cv-005107 ($15M);

o. *Santoli v. The Money Source, Inc., et al.*, Orange County Superior Court, Case No. 30-2017-00917450($1.5M);

p. *Lavelle v. Nationstar Mortgage, et al.*, Orange County Superior Court, Case No. 30-2017-00917438 ($10M);

q. *Arnold v. Guaranteed Rate Inc., et al.*, Ventura County Superior Court, Case No. 56-2019-00523081-CU-OE-VT;

r. *Sicairos v. Staffmark Investment, LLC, et al.*, Orange County Superior Court, Case No. 30-2019-01050988, PAGA only action, resulting in a $1,500,000 settlement on behalf of aggrieved employees, resulting in $350 per pay period and approximately $2,000 per aggrieved employee;

s. *Louka v. Nations Direct Mortgage, et al.,* Orange County Superior Court, Case No. 30-2019-01042277-CU-OE-CXC;

t. *Arevalos v. Americor Funding, Inc., et al.*, Orange County Superior Court, Case No. 30-2019-01068606-CU-OE-CX;

u. *Nelson v. Bridgestone Retail Operations, LLC, et al*. San Diego Superior Court, Case No. 37-2020-00035994-CU-OE-CTL, coordinated with *Bridgestone Retail Wage and Hour Cases*, JCCP Action, San Bernardino Superior Court, Case No. JCCP 5054, consolidated with *Strawn v. Bridgestone Retail Operations, LLC, et al*., Sacramento Superior Court, Case No. 34-2018-00242049;

v. *Jones v. Apple, Inc.*, et al., Merced County Superior Court, Case No. 18CV-0455; PAGA only action;

w. *Sandoval v. Home Depot U.S.A., Inc., et al.*, Alameda County Superior Court, Case No. 22CV015414, PAGA only action;

x. *Vasquez v. Xpress Global Systems LLC, et al.*, Alameda County Superior Court, Case No. 23CV034375;

y. *Shaw v. The Permanente Medical Group, Inc., et al.*, Los Angeles County Superior Court, Case No. 22STCV11259 ($15M) ; and

z. *Maciel v. M.A.C. Cosmetics, Inc., et al., United States District Court, Northern District of California, Case No. 3:23-cv-03718-AMO* ($12M).

HOURLY RATE

53. The fee request sought herein is reasonable in light of the contingent nature or the fee, the amount of work performed, the quality of work performed, and most importantly the results/benefits to the aggrieved employees.

54. Fee awards are almost always determined based on current rates, such as the attorney's rate at the time a motion for fees is made rather than the historical rate at the time the work was performed.

55. This Court can appreciate that litigating a high-stakes cases against defendants with deep pockets, represented by a top-notch law firm, dealing with issues that are unsettled is not appealing to most lawyers. Even more challenging is the heightened risk as a result of having to finance that type of litigation, which was not undertaken lightly.

56. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in representative and class action litigation. As a practical matter, few if any consumers or employees pay attorney's fees on an hourly basis for such litigation. Thus, in such cases attorneys base their retainer agreements on a contingency fee relationship.

57. This PAGA action case involves California's wage and hour laws. Litigating a wage and hour PAGA action through trial can take years and frequently requires the investment

of hundreds of thousands of dollars in costs. This is a very difficult area of law and not within the knowledge of many lawyers as it requires knowledge of the substantive law, representative action procedure and enforcement positions of state and federal agencies. Representative action work of this type requires specialized learning and the willingness to take large risks. Plaintiffs' counsel used a high level of skill in the difficult questions that arose in this case.

58. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. These are the same hourly rates that we charge to our hourly clients who have retained us for non-contingent matters, and which are actually paid by those clients. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in California and I have weighted the market rates into account and have aligned my rate with that of the market.

59. Non-contingent market rates charged by attorneys in California are as follows: (1) by the attorneys' fee applications of counsel of record; (2) by discussing fees with other attorneys; (3) by obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as surveys and articles on attorney's fees in the legal newspapers and treatises. Comparable hourly rates include:

i. *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No. RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a wage and hour class action, in which the court found the hourly rates of $785, $775, and $750 reasonable for the more senior class counsel.

ii. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights class action brought by pre-trial detainees, in which the court approved a lodestar-based, *inter alia*, on 2011 rates of $850 and $825 per hour.

iii. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order dated November 9, 2011), a class action alleging that Best Buy discriminated against female, African American and Latino employees by denying them promotions and lucrative sales positions, in which the court approved lodestar-based rates of up to

$825 per hour.

60. Surveys also justify my firm's hourly rate: Similarly, on February 25, 2011, the Wall Street Journal published an on-line article entitled "Top Billers." That article listed the 2010 and/or 2009 hourly rates for more than 125 attorneys, in a variety of practice areas and cases, who charged $1,000 per hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn & Crutcher attorneys billing at $1,000 per hour or more.

61. The Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 show that as far back as 2009, attorneys with as little as 19 years of experience were charging $800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.

62. Representative action cases unlike many others can only properly be litigated one at a time, which required me to forego accepting other cases during the time of this litigation. The requirements of this were significant.

63. There is no question that my firm was precluded from taking other cases, and in fact, had to turn away other meritorious fee-generating cases in order to meet the demands of this case which required a lot of work within a short period of time. In fact, due to the progress of settlement discussions, I turned down several other cases.

64. My firm was paid nothing along the way and had to pay expenses for costs. I believe a fee request of one-third (33%) of the total settlement amount is reasonable in this case given Plaintiff's counsel's efforts.

65. My hourly rate of $1,050.00 is supported by other courts issuing my firm similar fee awards.

66. My firm's fee application, in any case, before any court of law, has never been denied.

67. My firm undertook this representation on a contingent basis recognizing that the risk of non-payment has been high throughout this litigation. I recognized that there were substantial uncertainties in the viability of this case. A realistic assessment shows that the risks in

the resolution of the liability issues, protracted litigation in this action as well as the probable appeals process, are great.

68. If this case had not resolved through settlement, I would have vigorously prosecuted the case through summary judgment, trial, and appeal. My firm was therefore at great risk for non-payment.

69. Based on our lodestar, my hourly rate is $1,050.00. I was the only attorney from my firm that worked on this case. The hours worked by my firm in covering six categories are outlined in my firm's time chart below. I expended a total of 269.3 hours prosecuting this action, totaling $282,765.00.

70. Under Ninth Circuit standards, a District Court may award attorneys' fees under either the "percentage-of-the-benefit" method or the "lodestar" method. Fischel v. Equitable Life Assur. Soc'y, 307 F.3d 997, 1006 (9th Cir. 2002); Hanlon v. Chrysler Corp., 150 F.3d 1011, 1029 (9th Cir. 1998). Counsel's fee request is fair and reasonable under either of these methods.

LITIGATION EFFORTS

71. The amount of work and more importantly the results of this litigation and the efforts to bring this case to resolution supports the requested fee award of $973,500.00. This would equate to 33% of the total Settlement.

72. In the instant case, Defendants strongly denied liability and contended that it had meritorious affirmative defenses on both procedural and substantive grounds.

73. The prosecution of this action case involved a significant financial risk because Counsel took this case on a pure contingency basis (meaning no guarantee of ever being paid, if the case is lost), at the same time advancing all litigation costs out of their own pockets, while incurring ongoing costs of paying overhead and salaries of employees who are working on this case.

74. In preparing of this fee application, I reviewed the firm's time records, files and emails. Based on my review of these records, I can attest that all of the time set forth was reasonably devoted to pursuing the Plaintiff's interests and otherwise would have been billed to a fee-paying client. To calculate the lodestar for the time spent on this case, I personally reviewed

and summarized the billing records incurred in prosecuting the matter. I eliminated time entries that could be considered duplicative or inefficient. As of the filing of this motion, I have spent **269.3** hours in the prosecution of this lawsuit which was necessary to achieve a successful outcome. My lodestar as of the filing of this motion is **$282,765.00**. The time summaries setting forth in detail the categories of work performed, and the amount of time spent on each of the various categories to support the number of hours expended are set forth below.

Work Categories	**Hours**
1. Case Investigation and Legal Research; Interview witnesses	62.6
2. Discovery / Communications with Defense Counsel	27.9
3. Document/Data Review and Analysis/Communications with Expert	58.7
4. Litigation Strategy, Analysis, and Mediation Prep and Brief	37.4
5. Pleadings / Hearings and Motion Practice (includes legal research and reviewing other case complaints) / PAGA Notices	35.2
6. Settlement/Final Approval	47.5
TOTAL TIME	**269.3**
Hourly Rate	$1,050.00
LODESTAR	**$282,765.00**

75. The amount of time spent on this case is reasonable given the complexity and novelty of the issues involved, the vigorous defense provided by defense counsel, the intensity of the litigation, and the results obtained. Plaintiff faced a phalanx of defenses as outlined in Defendant's Answer. Counsel litigated this action with skill and efficiency reflecting the amount of work required to achieve the settlement. Once the settlement was consummated our work has not stopped. We expect to work closely with the court appointed notice administrator to assure that notice is provided consistent with this Court's orders and due process. We intend to promptly

respond to all inquiries, and we intend to continue our work until all responsibilities are discharged and all funds are dispersed.

76. More importantly, not only are the attorney's fees being sought here in line with the market rates, but also approved by Courts in California.

- In *Enombang v. Target*, Alameda County Superior Court Case No. RG17853948, the court approved a settlement of $9,000,000 for 1,939,006 pay periods, which equates to $4.66 per pay period and Plaintiff's counsel were awarded 40% of the $9,000,000 settlement in attorney's fees;
- In *Varela et. al., v. Dolgen California, LLC*, Riverside County Superior Court Case No. RIC1306158, the court approved a fee award of $3,980,000.00 which equated to 40% of the Settlement Fund based on a lodestar of $2,783,570.00 times a multiplier of 1.43.

77. Marked and attached hereto as "**Exhibit 4**" are true and correct copies of the Court Orders approving a 40% fee request.

COUNSEL'S COSTS

78. Nathan & Associates, APC incurred **$11,817.44** in costs. A breakdown of the costs incurred by Nathan & Associates, APC in this case is set forth in the chart below.

Petersen vs Sunrun Inc, et al.
Case No.: 26CV03332

NATHAN & ASSOCIATES, APC - COSTS

TOTAL:
$11,817.44

ITEM:	Cost	ATTORNEY:	CASE:
Case Filing Fee (Complaint + filing fees and costs)	$464.94	RDN	FUENTES
Expert Fees (Briscoe Economics)	$3,852.50	RDN	PETERSEN
Mediation Fees	$7,500.00	RDN	PETERSEN

SETTLEMENT ADMINSTRATOR

79. ILYM Group Administrators ("ILYM") will serve as the Settlement Administrator

and will be responsible for processing the settlement payments and providing notice to the PAGA Settlement Aggrieved Employees. Plaintiff requests that the Court award the Settlement Administrator's costs in the amount of $29,950.00, which shall be paid to ILYM Group.[3] A true and correct copy of the CV for ILYM is attached hereto as "**Exhibit 5**." *See* also the Declaration of ILYM Group Administrators filed concurrently herewith.

PAGA REPRESENTATIVE ENHANCEMENT PAYMENT

80. The Settlement provides for a PAGA representative enhancement award of $10,000.00 to Plaintiff, which is the amount sought in the concurrently filed Motion. The requested representative award is to compensate Plaintiff for the time and effort that she expended on behalf of the Aggrieved Employees. The requested representative award is common and reasonable and should be awarded.

81. The requested representative awards in the amount of $10,000.00 to Plaintiff is fair and appropriate because she spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations including contacting employees for interviews. Plaintiff was available whenever I needed her and actively tried to obtain, and gave, information that would benefit the Aggrieved Employees. Plaintiff spent numerous hours speaking with me about her claims, describing her work experiences with Defendant, gathering and reviewing documents, and being available during mediation. These services and efforts on behalf of the Aggrieved Employees merit the requested representative awards to Plaintiff, who has not received any compensation for her efforts on behalf of the Aggrieved Employees to date.

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3 The Settlement Agreement authorizes up to $40,000 in administration costs to ILYM (Settlement Agreement §20)

PROPOSED ORDER AND ENTRY OF JUDGMENT

82. A Proposed Order and Entry of Judgment confirming review and approval of the PAGA settlement is being filed concurrently herewith.

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

Executed on June 1, 2026 in Newport Beach, California.

Reuben D. Nathan

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

ELIZABETH PETERSEN, individually, and on behalf of other individuals similarly situated, Plaintiff, v. SUNRUN INC., a California Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 26CV03332 Assigned To: Hon. Thomas P. Anderle Dept.: 3 **JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE**

This Joint Stipulation of PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Elizabeth Petersen, as an individual and on behalf of all others similarly situated, and Defendant Sunrun Inc. (collectively, the "Parties").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means Elizabeth Petersen v. Sunrun Inc., et al., Santa Barbara County Superior Court Case No. 26CV03332.

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Plaintiff's Counsel's litigation of the Action. Plaintiff's Counsel will request attorneys' fees of up to $973,500. "Attorneys' Fees and Costs" will also mean and include the additional reimbursement of any costs and expenses associated with Plaintiff's Counsel's litigation of the Action, up to $20,000, subject to the Court's approval. Defendant has agreed not to oppose Plaintiff's Counsel's request for Attorneys' Fees and Costs as set forth above.

3. "PAGA List" means a complete list of all PAGA Settlement Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within 20 calendar days after Settlement Approval. The PAGA List will be formatted in Excel and will include each PAGA Settlement Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Pay Periods that each PAGA Settlement Member worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

4. "PAGA Notice" means the Notice of PAGA Settlement, substantially in the form attached as Exhibit A.

5. "PAGA Representative Enhancement Payment" means the amounts to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of PAGA Settlement Members, and for her general release of claims. Subject to the Court granting approval of this Settlement Agreement and subject to the exhaustion of all appeals, Plaintiff will request Court approval of a PAGA Representative Enhancement Payment of up to $10,000 to Plaintiff.

6. "Court" means the Santa Barbara County Superior Court.

7. "Defendant" means Sunrun Inc.

8. "Effective Date" means the date of Settlement Approval by the Court.

9. "Settlement Approval" means the date on which the Court enters an order granting approval of the Settlement Agreement. For purposes of this Agreement, the settlement "becomes final" only after the Court grants Settlement Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first day following Notice of Entry of the Court's Order; (ii) the date of affirmance of an appeal of the Order Granting Settlement Approval becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Settlement Approval or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Settlement Approval.

10. "Gross Settlement Amount" means the Gross Settlement Amount of $2,950,000, to be paid by Defendant in full satisfaction of all Released PAGA Claims, which includes all Individual PAGA Settlement Payments, Attorneys' Fees and Costs, the PAGA Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, if any, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

11. "Individual Settlement Payment" means each PAGA Settlement Member's respective shares of the Net Settlement Fund.

12. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the PAGA Representative Enhancement Payment, PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to PAGA Settlement Members. The Parties agree that if the above amounts are approved by the Court as intended by the Parties, then the Net Settlement Amount shall be $1,906,500 (i.e., $2,950,000 Gross

Settlement Amount - $973,500 Attorney's Fees - $20,000 Costs - $10,000 PAGA Representative Enhancement - $40,000 Settlement Administration Costs = $1,906,500). Pursuant to the PAGA, and assuming the above amounts are approved by the Court as intended by the Parties, the Parties have agreed that 65% of the Net Settlement Fund (i.e., $1,239,225) will be paid to the LWDA (the "LWDA Payment"), and 35% of the Net Settlement Fund (i.e., $667,275) will be disbursed to PAGA Settlement Members ("PAGA Fund").

13. "PAGA Settlement Members" means all persons who worked for Defendant in California as non-exempt employees during the PAGA Period, which is defined to mean the period from June 2, 2021, to August 10, 2026, or the date the Court approves the Settlement, whichever is earlier.

14. "Parties" means Plaintiff and Defendant collectively.

15. "Plaintiff" means Plaintiff Elizabeth Petersen.

16. "Settlement Approval" means the date on which the Court enters an order granting approval of the Settlement Agreement.

17. "Released PAGA Claims" means all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, and/or the February 26, 2026, and May 11, 2026, PAGA letters sent to the LWDA, and/or arising from or related to the facts and claims alleged in the February 26, 2026 and May 11, 2026, PAGA letters sent by Plaintiff to the LWDA.

18. "Released Parties" means Defendant, and each of its past, present, and future agents, employees, clients, servants, officers, directors, managing agents, owners (whether direct or indirect), partners, trustees, representatives, shareholders, attorneys, parents, subsidiaries, related companies/ corporations, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, owners, agents, representatives, payroll agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns.

19. "Settlement Administration Costs" means the costs payable from the Gross Settlement

Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be $40,000.

20. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

21. "Pay Periods" means the number of days of employment for each PAGA Settlement Member during the PAGA Period, dividing by 14, and rounding up to the nearest whole number. All PAGA Settlement Members will be credited with at least one Pay Period during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself and PAGA Settlement Members, and Defendant agree as follows:

22. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of $2,950,000 into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer's share of payroll taxes, if any, separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the PAGA Settlement Amount; (c) the PAGA Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount within 10 calendar days of the Effective Date ("Funding Date").

23. Attorneys' Fees and Costs. Defendant agrees not to oppose any request by Plaintiff's Counsel for attorneys' fees of not more than $973,500. Defendant also agrees not to oppose any request

by Plaintiff's Counsel for reimbursement of out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action, not to exceed $20,000.

24. PAGA Representative Enhancement Payment. In exchange for a general release, and in recognition of her efforts and work in prosecuting the Action on behalf of PAGA Settlement Members, Defendant agrees not to oppose or impede any request for a PAGA Representative Enhancement Payment of up to $10,000 to Plaintiff. The PAGA Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the PAGA Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of PAGA Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

25. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be $40,000. These costs, which will be paid from the Gross Settlement Amount, will include the required tax reporting on the Individual Settlement Payment, the issuing of 1099 Forms, distributing PAGA Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

26. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Settlement Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Settlement Members will receive their share of the Settlement Fund. The Parties also agree that no PAGA Settlement Member has the right to object to the PAGA Settlement Amount.

27. Net Settlement Fund. The entire Net Settlement Fund will be distributed to PAGA Settlement Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

28. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the PAGA Settlement Fund based on the number of Pay Periods a PAGA Settlement Member worked during PAGA Period. Specific calculations of Individual Settlement

Payments will be made as follows:

28(a) Payments from the PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Settlement Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Settlement Members during the PAGA Period. To determine each PAGA Settlement Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Settlement Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Settlement Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Settlement Members.

29. No Credit Toward Benefit Plans. The Individual Settlement Payments made to PAGA Settlement Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any PAGA Settlement Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any PAGA Settlement Members may be entitled under any benefit plans.

30. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

31. Delivery of the PAGA List. Within 20 calendar days of Settlement Approval, Defendant will provide the PAGA List to the Settlement Administrator.

32. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the PAGA List from Defendant, the Settlement Administrator will mail a PAGA Notice to all PAGA Settlement Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the PAGA List.

33. Confirmation of Contact Information in the PAGA List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information

to update any identifiable address changes. Any PAGA Notices returned to the Settlement Administrator as non-deliverable will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the PAGA Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security number of the PAGA Settlement Member involved and will then perform a single re-mailing.

34. PAGA Notices. Each PAGA Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the PAGA Settlement Member definitions; (d) the total number of Pay Periods each PAGA Settlement Member worked for Defendant during the PAGA Period; (e) each PAGA Settlement Member's Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the PAGA Period; and (g) the claims to be released.

35. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the understanding that PAGA Settlement Members worked an estimated total of 91,493 Pay Periods during the PAGA Period as of May 12, 2026. If the number of Pay Periods worked by PAGA Settlement Members during the PAGA Period exceeds 100,642 (i.e., 10% more than the number of biweekly Pay Periods estimated by Defendant as of May 12, 2026), then at Defendant's option, the PAGA settlement will either increase by 1% for every 1% over the 10% threshold, or the PAGA period will end on the date the number of biweekly Pay Periods equals 100,642. Defendant will provide Plaintiff with the final number of biweekly Pay Periods and notify Plaintiff of its election if the escalator is triggered, prior to the settlement approval motion.

36. Releases by PAGA Settlement Members. Upon the Funding Date, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claim arising during the PAGA Period.

37. Releases by Plaintiff and LWDA. Upon the Funding Date, Plaintiff, the State of California, and the LWDA shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

38. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide to counsel for both Parties any reports regarding the administration of the Settlement Agreement as needed or requested.

39. Distribution Timing of Individual Settlement Payments. Within 10 calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) PAGA Settlement Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

40. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the unclaimed property fund of the State of California.

41. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

42. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as 100% non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Settlement Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

43. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Settlement Members, and Plaintiff's Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

44. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and PAGA Settlement Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

45. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

47. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve

the Settlement as provided herein; or (b) the Settlement is not approved for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

48. Settlement Approval Hearing. Plaintiff will obtain a hearing before the Court to request the approval of the Settlement Agreement, including: (a) Attorneys' Fees and Costs; (b) the PAGA Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment; and (e) all Settlement Administration Costs. The Court's approval will provide for the PAGA Notice to be sent to all PAGA Settlement Members as specified herein. In conjunction with the approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of PAGA Settlement, attached as Exhibit A. Plaintiff's Counsel will be responsible for drafting all documents necessary to obtain approval. Plaintiff's Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

49. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

50. Release by Plaintiff. As of the date of Judgment and funding of the Gross Settlement Amount in full by Defendant, Plaintiff, in her individual capacity, fully and finally releases Defendant, and each of their past, present, and future agents, employees, clients, officers, directors, managing agents, owners (whether direct or indirect), partners, trustees, representatives, shareholders, attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their respective past, present and future employees,

directors, officers, owners, agents, representatives, payroll agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns (collectively, the "Released Parties"), from any and all claims, known and unknown, under federal, state, and/or local law, including but not limited to claims arising from or related to her employment or association with Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims asserted in the Action, as amended, and/or arising from or related to the Action, as amended, or the PAGA letters sent to the LWDA on Plaintiff's behalf. Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; meal and rest period premiums; failure to provide meal periods; failure to authorize and permit rest periods; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work, and claims relating to standby time; failure to pay vacation wages; timely payment of wages due; unlawful deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code; all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code sections 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* Plaintiff's Released Claims also include all claims for lost benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of tort. This release excludes the release of claims not permitted by law.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

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

51. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

52. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

53. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

54. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and 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 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental

provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

55. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

56. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

57. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

60. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of

any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

61. No Public Comment: Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind related in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiff and the Court. Plaintiff shall be informed that the settlement is confidential and shall be advised to keep the settlement confidential. From and after approval of the settlement, Plaintiff and Plaintiff's Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as Counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written, or electronic, to say the Action has been resolved and that Plaintiff and Plaintiff's Counsel are satisfied with the settlement terms.

62. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

63. Enforcement Actions. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

64. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely because it may have been prepared by counsel for one

of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

65. Representation By Counsel. The Parties acknowledge they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement Agreement.

66. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

67. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

68. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Signed by:

83EDD54BFB96465...

Dated: 5/29/2026 ______________________ Elizabeth Petersen

DEFENDANT

Dated: ______________________ ______________________

Sunrun Inc.

of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ______________________ ____
Elizabeth Petersen

DEFENDANT

Dated: 5/29/2026 ____
Sunrun Inc.

APPROVED AS TO FORM

NATHAN & ASSOCIATES, APC

Dated: 5/29/2026

By: DocuSigned by: Reuben D. Nathan 3AC2DBE408C347F...
Reuben Nathan
Attorneys for Plaintiff

ARENTFOX SCHIFF LLP

Dated: ______________________

By: ______________________
Daniel J. McQueen
Attorneys for Defendant

APPROVED AS TO FORM

NATHAN & ASSOCIATES, APC

Dated: ____________________

By: ____________________
Reuben Nathan
Attorneys for Plaintiff

ARENTFOX SCHIFF LLP

Dated: May 29, 2026

By: ____________________
Daniel J. McQueen
Attorneys for Defendant

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Petersen v. Sunrun Inc., et al.*
Case No. 26CV03332 (Santa Barbara County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled Elizabeth Petersen v. Sunrun Inc., et al., Case No. 26CV03332 (Santa Barbara County Superior Court) (the "Action").

Summary of the Litigation

The Action was filed against Defendant Sunrun Inc. ("Defendant"). The Action was brought by employees of Defendant on behalf of the State of California and all allegedly "aggrieved employees" of Defendant pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). You have been identified as one of the employees on whose behalf the case was brought based on Defendant's records.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations. The parties participated in a mediation with Jeffrey Fuchsman, Esq., an experienced and well-respected class action mediator. With Mr. Fuchsman's guidance, the parties were able to negotiate a settlement of Plaintiff's claims. In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. Defendant denies the factual and legal allegations in the case and believes it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant did not admit to any wrongdoing or that the case can or should proceed as a representative action.

On ________, the Santa Barbara County Superior Court granted final approval of a PAGA Settlement and ordered this notice. **You have received this notice because Defendant's records indicate that you are a PAGA Settlement Member and therefore entitled to a payment from the settlement.**

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the case in exchange for a Gross Settlement Amount of $2,950,000. This amount includes: (1) attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., $973,500) and reimbursement of Plaintiff's counsel's actual out-of-pocket costs, which are not expected to exceed $20,000.00; (2) an PAGA Enhancement Award in the amount of up to $10,000 to Plaintiff; (3) reasonable third-party administration costs to the claims administrator ($40,000); and (4) a PAGA Payment in the amount of $1,906,500.00, of which 65% (i.e., $1,239,225.00) will be allocated to the LWDA and 35% (i.e., $667,275.00) will be allocated to the PAGA Settlement Members. The payment allocated to PAGA Settlement Members is referred to as the PAGA Fund.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Settlement Member from June 2, 2021, to August 10, 2026, or the date the Court approves the settlement, whichever is earlier ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Settlement Members during the PAGA Period. Pay Period means the number of days of employment for each PAGA Settlement Member during the PAGA Period, dividing by 14, and rounding up to the nearest whole number. All PAGA Settlement Members will be credited with at least one Pay Period during the PAGA Period. To determine each PAGA Settlement Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Settlement Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Settlement Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Settlement Members.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your payment from the PAGA Fund is $_____. Pursuant to the settlement, enclosed is a check for your share of a portion of the PAGA Fund.

Released PAGA Claims: Plaintiff and the LWDA shall release all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, and/or the February 26, 2026, and May 11, 2026, PAGA letters sent to the LWDA, and/or arising from or related to the facts and claims alleged in the February 26, 2026 and May 11, 2026, PAGA letters sent by Plaintiff to the LWDA.

Taxes on Settlement Payments. 100% of any payment you receive from the PAGA Fund will be allocated as non-wages for which an IRS Form 1099-MISC will be issued.

You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties under the PAGA. If you have any questions, you can contact the settlement administrator (whose contact information is both below and at the top of this letter) or Plaintiff's counsel.

Plaintiff's counsel can be reached at the following address and phone number:

Reuben D. Nathan, Esq.
NATHAN & ASSOCIATES, APC
2901 W. Coast Highway, Suite 200
Newport Beach, California 92663
Telephone: (949) 270-2798

Very Truly Yours,

[Administrator]

EXHIBIT 2

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Petersen v. Sunrun Inc., et al.*
Case No. 26CV03332 (Santa Barbara County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled Elizabeth Petersen v. Sunrun Inc., et al., Case No. 26CV03332 (Santa Barbara County Superior Court) (the "Action").

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The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations. The parties participated in a mediation with Jeffrey Fuchsman, Esq., an experienced and well-respected class action mediator. With Mr. Fuchsman's guidance, the parties were able to negotiate a settlement of Plaintiff's claims. In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. Defendant denies the factual and legal allegations in the case and believes it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant did not admit to any wrongdoing or that the case can or should proceed as a representative action.

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According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your payment from the PAGA Fund is $_____. Pursuant to the settlement, enclosed is a check for your share of a portion of the PAGA Fund.

Released PAGA Claims: Plaintiff and the LWDA shall release all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, and/or the February 26, 2026, and May 11, 2026, PAGA letters sent to the LWDA, and/or arising from or related to the facts and claims alleged in the February 26, 2026 and May 11, 2026, PAGA letters sent by Plaintiff to the LWDA.

Taxes on Settlement Payments. 100% of any payment you receive from the PAGA Fund will be allocated as non-wages for which an IRS Form 1099-MISC will be issued.

You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties under the PAGA. If you have any questions, you can contact the settlement administrator (whose contact information is both below and at the top of this letter) or Plaintiff's counsel.

Plaintiff's counsel can be reached at the following address and phone number:

Reuben D. Nathan, Esq.
NATHAN & ASSOCIATES, APC
2901 W. Coast Highway, Suite 200
Newport Beach, California 92663
Telephone: (949) 270-2798

Very Truly Yours,

[Administrator]

EXHIBIT 3

EXHIBIT 4

7/20/2020

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 30 2020

S. Salazar

THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

JUAN VARELA and VICTORIA LEE DINGER MAIN, an individual and on behalf of all others similarly situated, Plaintiff, vs. DOLGEN CALIFORNIA, LLC, and DOES 1 through 50, inclusive, Defendants.	**CLASS ACTION** **CASE NO.** RIC1306158 **~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT; JUDGMENT** Date: July 27, 2020 Time: 8:30 a.m. Dept.: 6 Hon. Sunshine Sykes

WHEREAS, the above-entitled action is pending before this Court as a certified class action;

WHEREAS, on January 8, 2020, the Court entered the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and preliminary approved the Plaintiffs' and Defendant's Amended Stipulation for Settlement of Class and Representative Claims ("Settlement Agreement");

WHEREAS, Plaintiffs timely petitioned this Court for an order finally approving the Settlement and for an order granting Plaintiffs' motion for attorneys' fees, reimbursement of litigation costs, class representative enhancements and claims administration costs on April 22, 2020;

WHEREAS, on July 27, 2020 at 8:30 a.m. in the above-captioned Court, the Hon. Sharon J. Waters presiding, a hearing was held on Plaintiffs' Motion for Final Approval of Class Action Settlement and on Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Litigation Costs, Class Representative Enhancements and Claims Administration Costs, as set forth in the Settlement Agreement.

NOW, THEREFORE, GOOD CAUSE APPEARING, THE IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement preliminary approved by the Court on December 24, 2019 and filed on January 8, 2020, and all terms defined therein shall have the same meaning in this Order.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including the Plaintiffs, Defendant and the Settlement Class Members.

3. Pursuant to the Preliminary Approval Order, the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, mailed the Court-approved NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING to all known Settlement Class Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Settlement Class Members of the terms of the proposed Settlement and the benefits available to Settlement Class Members. The Notice of Settlement further informed Class Members of the pendency of the Action, of the proposed Settlement, of the Settlement Class

Members' right to receive their share of the proceeds from the Net Settlement Fund, of the scope and effect of the Released Claims, of the Court's order preliminarily approving the Settlement Agreement, of exclusion and objection and workweek dispute timing and procedures, of the date of the Final Approval Hearing, and of the right to file documentation in support of or in opposition to the Settlement and/or to appear in connection with the Final Approval Hearing. Settlement Class Members had adequate time to consider this information and to use the procedures identified in the Notice. The Court finds and determines that this notice procedure afforded adequate protections to Settlement Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

4. In response to the Notice, the Court finds that there were no valid objections submitted by Class Members, and that only three individuals requested exclusion from the Settlement out of 5,445 individuals who were sent the Notice.

5. The Court finds that the Settlement offers significant monetary recovery to the Settlement Class Members and finds that such recovery is fair, adequate and reasonable when balanced against further litigation related to procedural, liability and damages issues. The Court further finds that extensive investigation, formal and informal discovery, research and litigation have been conducted such that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The Court further finds that the Settlement has been reached as the result of non-collusive, arms' length negotiations. Thus, the Court approves the settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according to its terms.

6. For purposes of this Final Approval Order and for this Settlement only, the Court hereby certifies the Class as defined in the Settlement Agreement. Furthermore, the Court

hereby confirms the appointment of Plaintiffs Juan Varela and Victoria Lee Dinger Main as the class representatives for the Settlement Class.

7. The Court hereby orders the Settlement Administrator to distribute the Individual Settlement Payments to Participating Class Members and to the LWDA in accordance with the provisions of the Settlement Agreement.

8. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of Michael C. Righetti and Matthew Righetti of Righetti Glugoski P.C. and Michael Malk of the Malk Law Firm as Class Counsel.

9. With regard to Plaintiffs' request for attorneys' fees totaling $3,980,000.00, Plaintiffs' counsel provided a lodestar of $2,783,570.00 resulting in a multiplier of approximately 1.43. The fee amount requested is 40% of the Gross Settlement Fund. The Court finds that Class Counsel, having conferred a substantial benefit upon the Settlement Class Members and having expended great efforts to secure such benefit over seven years of litigation, is entitled to recover attorneys' fees as well as reimbursement of their litigation expenses. Given the duration of this litigation, the extent of the work performed, the large amount recovered on behalf of the Settlement Class Members, and because the requested 1.43 multiplier falls within a reasonable range, the Court finds the fee request is fair and reasonable. As such, the Court approves Plaintiffs' unopposed request for attorneys' fees of $3,980,000.00. Furthermore, the Court approves Plaintiffs' unopposed request for reimbursement of their litigation expenses in the amount of $200,000 finding that such expenses were reasonably incurred in the prosecution of this action, and there were no objections from Defendant or any Settlement Class Members.

10. Further, the Court finally approves the Class Representative Enhancement Awards to Plaintiffs in the amount of Twenty Thousand Dollars ($20,000) for each Plaintiff. The Court finds that both Plaintiffs contributed substantially to the prosecution of this action and took substantial risks on behalf of the Settlement Class Members. The Court hereby orders the Settlement Administrator to distribute the Class Representative Enhancement Awards to the Plaintiffs in accordance with the provisions of the Settlement Agreement.

11. For purposes of this Final Approval Order and this Settlement only, the Court hereby

confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to complete the administration of the Settlement Agreement and further finally approves Settlement Administration Costs as fair and reasonable of $30,000.00.

12. As of the Effective Date, Plaintiffs, Participating Class Members and the LWDA shall be deemed to have released the Released Parties from all Released Claims. As of the Effective Date, Plaintiffs, Settlement Class Members and the LWDA are hereby permanently enjoined and restrained from and against initiating or pursuing any of the Released Claims in the Settlement Agreement.

13. After Settlement administration has been completed in accordance with the Settlement Agreement, Plaintiffs shall file a report with this Court certifying compliance with the terms of the Settlement. The Court sets a non-appearance compliance hearing for December 10, 2020. A declaration(s) regarding disposition of the settlement shall be filed at least five court days prior to the hearing.

14. The Court hereby enters final judgment in this action on the merits and with prejudice in accordance with the terms of the Settlement Agreement.

15. Without affecting the finality of this Final Approval Order in any way, and pursuant to California Code of Civil Procedure Section 664.6 and California Rules of Court, Rule 3.769(h), the court reserves exclusive and continuing jurisdiction over this Action, the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED

DATED: July 28, 2020

Sharon Waters

HONORABLE SHARON J. WATERS
JUDGE OF THE SUPERIOR COURT

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FILED
ALAMEDA COUNTY

AUG 0 2 2018

CLERK OF THE SUPERIOR COURT
By [signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and on behalf of all other similarly situated aggrieved employees, Plaintiff, v. TARGET CORPORATION, and DOES 1-10, inclusive, Defendants.	CASE NO. RG17853948 [~~PROPOSED~~] ORDER GRANTING JOINT MOTION FOR APPROVAL OF SETTLEMENT AND JUDGMENT THEREON; AND AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS Date: July 24, 2018 Time: 3:00 p.m. Dept: 23 Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have approved of, the terms of the Settlement. The Court further finds that, although no one other than the LWDA has standing to object to the terms of the Settlement, no other objection to the Settlement has been received by the Court.

The Court further finds that executing the seating program set forth in Section II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool if requested, complies with Section 14 of Wage Order 7-2001.

The Court additionally finds that the dismissal of the PAGA cause of action in *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that because the PAGA cause of action in *Thompson* was brought solely as a representative action under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or otherwise challenge the dismissal.

Accordingly, the Court hereby orders, adjudges, and decrees as follows:

1. The Parties, their Counsel, and the Settlement Administrator shall take all steps necessary to implement and consummate the Settlement according to the terms and provisions, including but not limited to the parties effectuating the dismissals of *Murphy v. Target Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three Million, Six Hundred Thousand Dollars and No Cents ($3,600,000.00), plus costs in the amount of Two Hundred Thousand Dollars and No Cents ($200,000.00). The Court finds the attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy, Candi Perry, and Stacy Thompson, Twenty Thousand Dollars ($20,000.00) each for the time they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and the aggrieved employees. All of these amounts shall be deducted from the $9 million settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

3. Without affecting the finality of this Judgment or the Settlement, this Court shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the parties to this action to ensure effectuation of the Settlement in accordance with the terms of the Settlement and this Judgment.

4. To the extent any settlement checks are uncashed by the deadline provided in the Settlement, or in the event there any other undistributed settlement funds, such funds shall be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Bus. & Prof. Code sections 6216 to 6223.

5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the LWDA, and all individuals who worked for Defendant in California as a Cashier as that term is defined in the Settlement Agreement at any time from April 14, 2008 through the date of this Order.

6. Except as otherwise provided by the Settlement, each side shall bear their own attorneys' fees and costs.

IT IS SO ORDERED.

DATED: 8/2/18

HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG17853948
Case name: Enombang v. Target Corporation

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of this Order was emailed to the addresses shown on at the bottom of this document.

Dated: August 03, 2018

Jhalisa A. Castaneda
Courtroom Clerk, Dept. 23

James Clapp <jclapp@clapplegal.com>; Marita Lauinger <mlauinger@clapplegal.com>; Wilson Claudette G. <CWilson@wilsonturnerkosmo.com>; allen@gravesfirm.com; 'jeffwohl@paulhastings.com'; Kevin McInerney kevin@mcinerneylaw.net

EXHIBIT 5

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. 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.

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.

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.