

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT, RELEASE OF CLAIMS AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Release of Claims (“Settlement” or “Agreement”) is made by and between plaintiff Rodolfo Ortiz, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representative”) and Defendants Mills Insurance Services, Acrisure of California, LLC, and Acrisure of California Partner Group, LLC (“Defendants”), subject to the terms and conditions herein and the Court’s approval. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS. The following definitions apply for purposes of this Settlement:

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Rodolfo Ortiz, an individual on behalf of himself and all others similarly situated v. Acrisure of California, LLC, Acrisure of California Partner Group, LLC, and Mills Insurance Services*, Case No. 30-2023-01365781-CU-OE-CXC, initiated on November 30, 2023, and pending in Superior Court of the State of California, County of Orange.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member and Aggrieved Employee, tax reporting, due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties, in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” or “PAGA Class Members” shall include all individuals who performed work in any non-exempt position for Defendant Mills Insurance Services in California at any time during the PAGA Period.
- 1.5 “Class” means all individuals who performed work in any non-exempt position for Defendant Mills Insurance Services in California at any time during the Class Period.
- 1.6 “Class Counsel” means George S. Azadian and Ani Azadian of Azadian Law Group, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8 “Class Data” means a file containing the following information for each Class Member: (1) name, (2) last-known mailing address, (3) Social Security number, (4) respective number of Workweeks each Class Member worked during the Class Period, and (5) the respective number of PAGA Pay Periods each Aggrieved Employee worked during the PAGA Period.
- 1.9 “Class Member” or “Settlement Class Member” shall include all individuals who performed work in any non-exempt position for Defendant Mills Insurance Services in California at any time during the Settlement Class Period. Likewise, the “Aggrieved Employees” or “PAGA Class Members” shall include all individuals who performed work in any non-exempt position for Defendant Mills Insurance Services in California at any time during the PAGA Period.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” is the period from November 30, 2019 through December 31, 2023.
- 1.13 “Class Representative” or “PAGA Representative” means the named Plaintiff, Rodolfo Ortiz, in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the Court-approved payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Orange.
- 1.16 “Defendants” mean named Defendants Acrisure of California, LLC, Acrisure of California Partner Group, LLC, and Mills Insurance Services.
- 1.17 “Defense Counsel” means Shook, Hardy & Bacon LLP.
- 1.18 “Effective Date” means the first business day after all the following events have occurred: (a) the Settlement Agreement has been executed by all Parties and their respective counsel; (b) the Court has given preliminary approval of the settlement; (c) the Notice has been given to Class Members; (d) the Court has held a final approval

hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement, and (e) the latter of the following events: (i) 65 calendar days following notice of entry of the Court's Final Approval Order, assuming no appeal or request for review is filed, or (ii) if any appeal, writ or other appellate proceeding opposing this settlement has been filed within 65 calendar days following notice of entry of the Court's Final Approval Order, then 30 calendar days after when any appeal, writ, or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

- 1.19 "Final Approval" means the Court's order granting final approval of the Settlement that disposes of all issues raised in the Action and entering a Judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent mutual agreement of the Parties or order of the Court.
- 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 "Gross Settlement Amount" means \$250,000.00 which is the maximum amount Defendants will be obligated to pay under the Settlement except as provided in Section 8 herein. From the Gross Settlement Amount, the following will be deducted upon approval by the Court to result in the Net Settlement Amount: Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.
- 1.23 "Individual Class Payment" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Settlement Amount calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount (\$250,000.00), less the following payments in the amounts approved by the Court: (1) Individual PAGA Payments, (2) the LWDA PAGA Payment, (3) Class Representative Service Payment (not to exceed \$7,500.00 to Plaintiff) , (4) Class Counsel Fees Payment (not to exceed one-third of the Gross Settlement Amount), (5) Class Counsel Litigation Expenses Payment (not to exceed \$15,000.00), and (6) the Administration Expenses Payment (estimated not to exceed \$4,000.00). Individual Class Payments will be calculated by the Administrator and paid to Participating Class Members out of the Net Settlement Amount. In the event the Court reduces the Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payment or Settlement Administration Costs, or either increases or decreases the PAGA Payment, the Net Settlement Amount shall increase or decrease accordingly.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means the number of pay periods each Aggrieved Employee worked for Defendant Mills Insurance Services in a non-exempt position in California during the PAGA Period. PAGA Pay Periods will be calculated based on Defendant Mills Insurance Services’ business records.
- 1.31 “PAGA Period” means the period from November 30, 2022 to December 31, 2023.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s November 30, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Settlement Amount” means \$15,000.00 to be paid from the Gross Settlement Amount allocated to the resolution of Aggrieved Employee claims arising under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*, “PAGA”), allocated 25% to the Aggrieved Employees (\$3,750.00) and 75% to the LWDA (\$11,250.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Rodolfo Ortiz, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval and Approval of PAGA Settlement.

- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendants, together with each of their past, present, and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means the date forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. The Response Deadline may be extended only as expressly described herein.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweeks” means the number of weeks a Class Member worked for Defendant Mills Insurance Services in a non-exempt position in California for at least one day, during the Class Period. Workweeks will be calculated based on Defendant Mills Insurance Services’ business records.

2. RECITALS.

- 2.1 On November 30, 2023, Plaintiff commenced this Action by filing a Complaint against Defendants. On February 12, 2024, Plaintiff filed a First Amended Complaint alleging causes of action for:
- (1) Violations of Labor Code §§ 204, 226.2, 1194, 1197, and Wage Order for unpaid wages.
 - (2) Violations of Labor Code §§ 226.2, 510, 1194, 1198, and Wage Order for overtime wages.
 - (3) Violations of Labor Code §§ 226.7 and 512 and Wage Order for non-compliant meal periods.
 - (4) Violations of Labor Code §§ 226.2, 226.7, 516, 558 and Wage Order for non-compliant rest periods.
 - (5) Violations of Labor Code § 226(a) for non-compliant wage statements.

- (6) Violations of Labor Code § 2802 for unreimbursed business expenses.
- (7) Violations of Labor Code §§ 201-203 for failure to pay all wages owed upon termination or resignation of employment.
- (8) Violations of Labor Code § 227.3 for failure to pay vacation/PTO wages.
- (9) Violations of Business and Professions Code § 17200.
- (10) Violations of Labor Code 2698 et seq. (“PAGA”).

The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). In the Operative Complaint, Plaintiff seeks to represent all persons that worked for Defendants in California as an hourly, paid, non-exempt employee at any time during the period beginning four years before the initial complaint. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On August 12, 2024, the Parties participated in an all-day mediation presided over by Hon. Kevin J. Murphy (Ret.). Through the assistance of the Mediator, the Parties were able to reach a resolution at the mediation and entered into a Memorandum of Understanding, which led to this Agreement to settle the Action. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties supervised by an experienced class action mediator. This Agreement represents a compromise and settlement of highly disputed claims, and is intended to settle, compromise and discharge the Released Class Claims and Released PAGA Claims against the Released Parties fully, finally and forever.
- 2.4 Prior to mediation and reaching a settlement, Plaintiff obtained, through informal discovery, the time records and wage statements for the Class, which consists of 29 individuals. The time and pay records were analyzed by Class Counsel and Plaintiff’s consultant in preparing the damages model used for purposes of mediation. Plaintiff has also obtained all employee handbooks that were applicable during the Class Period and PAGA Period and all written policies relating to meal and rest breaks, overtime, clocking in and out, and recording of work time. Plaintiff also obtained the number of Class Members and Aggrieved Employees (including the number of current and former employees), the average hourly rate during the Class Period, the number of Workweeks during the Class Period, and the number of Pay Periods during the PAGA Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification. Solely for purposes of settling the Action as set forth in this Agreement, Defendants will stipulate and agree that the Class Members described herein who do not Request Exclusion from the Settlement may be conditionally certified as a settlement class and that the Aggrieved Employees

are appropriate for representative treatment for purposes of settlement. The stipulation to certification and representative treatment is in no way an admission that the class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or Plaintiff's claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendants expressly reserve their right to oppose class certification, representative treatment, and the substantive merits of this Action should Final Approval or the Effective Date not occur for any reason.

2.6 Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Operative Complaint, and Defendants further deny that, for any purpose other than settling this lawsuit, the Action is appropriate for class or representative treatment. Defendants contend, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendants contend that they have complied at all times with the California Business and Professions Code.

2.7 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Operative Complaint. Plaintiff, Class Counsel, Defendants and Defense Counsel are of the opinion that this Settlement is fair, reasonable, and adequate and in the best interest of the Class Members.

2.8 The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement shall be construed as an admission by Defendants or any of the Released Parties of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

2.9 The Parties agree to cooperate and take all steps necessary and appropriate to obtain Preliminary and Final Approval of this Settlement.

2.10 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

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

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

3. MONETARY TERMS.

3.1 Gross Settlement Amount. In consideration for settlement of the Action and the Releases described in Section 5 herein, Defendants shall be obligated to pay the Gross Settlement Amount plus their share of any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except as set forth in Section 8 herein, in no event shall Defendants be required to pay any amounts above the Gross Settlement Amount and their share of any employer payroll taxes. The Administrator shall calculate the employer payroll taxes due and shall remit those to the appropriate taxing authorities. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. Participating Class Members are entitled to 100% of the Net Settlement Amount.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount, and Plaintiff shall not opt-out of or object to the Settlement. The ultimate amount of any Class Representative Service Payment is to be determined by the Court, and Defendants are not agreeing to pay any specific amount other than the amount awarded by the Court. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested or does not approve the requested Class Representative Service Payment, the Administrator will retain the remainder in the Net Settlement Amount, and Plaintiff shall not have the right to revoke the Settlement Agreement. The Administrator (and not Defendants) will issue an IRS Form 1099 to Plaintiff reporting the Class Representative Service Payment. Plaintiff assumes sole and full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and will indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of this payment. In exchange for this Class Representative Service Payment, Plaintiff agrees to the Release set forth in Paragraphs 5.1 and 5.1.1 herein, agrees not to publicize the Settlement beyond what is required or expressly approved by the Court, and agrees

to respond to any inquiry regarding the Settlement only by referring the inquiry to Class Counsel and saying nothing further.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$83,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. In the event there is any increase to the Gross Settlement Amount as provided for in Paragraph 8 below, Class Counsel Fee Payment of 1/3 of the Gross Settlement Amount will be based on such increased Gross Settlement Amount. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. The ultimate amount of any Class Counsel Fees Payment and Class Litigation Expenses Payment is to be determined by the Court, and Defendants are not agreeing to pay any specific amount other than the amount awarded by the Court. Except for the amount of any Class Counsel Fees Payment and Class Litigation Expenses Payment awarded by the Court, Defendants shall have no further obligation to pay any attorneys' fees, costs or expenses to Plaintiff, any Class Member, any Aggrieved Employee or Class Counsel. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator (and not Defendants) will issue one or more IRS 1099 Forms to Class Counsel reporting the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. Class Counsel shall be solely responsible for the division and distribution of any and all Court-approved Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel agrees to release Defendants and the Released Parties from any responsibility for or liability arising out of or related to the division and distribution of any of these Payments.

3.2.2.1 The Parties agree that, over and above the total amount of the Class Counsel Fees Payment and Class Counsel Expenses Payment awarded to Class Counsel by the Court, Plaintiff and Defendants shall each bear his/their own fees and costs incurred by him/them or arising out of this Action; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging any Preliminary Approval Order, Final Approval, and/or Judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Agreement or any of the Released Parties.

3.2.2.2 Any order, finding, ruling, holding or proceeding relating to any such applications for any Class Counsel Fees Payment and/or Class Counsel Expenses Payment, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement. The award of any Class Counsel Fees

Payment and/or Class Counsel Expenses Payment in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

3.2.2.3 In the event that the Court awards less than one-third of the Gross Settlement Amount for the Class Counsel Fees Payment, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment. While Class Counsel retains the right to appeal any such reductions, such appeal will delay Defendants' obligation to make all payments set forth in this Agreement.

3.2.2.4 All claims for attorneys' fees and costs that Class Counsel, Plaintiff, the Class Members and the Aggrieved Employees may possess against Defendants have been compromised and resolved in this Settlement and shall not be affected by any appeal that Class Counsel may file.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form by the Administrator. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Settlement Amount in the amount of \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual PAGA Payments.

- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Amount (\$3,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. 100% of each Aggrieved Employee's Individual PAGA Payment will be allocated to settlement of claims for penalties, and therefore not subject to wage withholdings and will be reported on IRS 1099 Forms by the Administrator. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2 If the Court approves a PAGA Settlement Amount of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- 3.3 Each Participating Class Member and each Aggrieved Employee will be responsible for his, her or their own tax obligations. The Parties agree and understand that neither Defendants nor Class Counsel have made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Defendants and each Participating Class Member and each Aggrieved Employee are solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate, as of the close of the Class Period (December 31, 2023), there are 29 Class Members who collectively worked a total of 3,152 Workweeks, and 18 Aggrieved Employees who worked a total of 364 PAGA Pay Periods.
- 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator's Qualified Settlement Fund no later than fifteen (15) business days after the Effective Date. Upon Defendants' transfer of the Gross Settlement Amount and its share of employer payroll taxes to the QSF, Defendants and the Released Parties shall have no further monetary liability or financial responsibility to Class Counsel, Plaintiff, Class Members, Aggrieved Employees, the Administrator, or any vendors or third parties employed by Plaintiff, Class Counsel, and/or the Administrator, in connection with the Action. Defendants shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the Effective Date of this Agreement.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member and/or Aggrieved Employee Address Search for all other Class Members and/or Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) upon days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and/or Aggrieved Employee Address Search. Upon completion of these steps by the Administrator, Defendants and the Administrator shall be deemed to have satisfied their obligations to provide the Individual Class Payment and/or Individual PAGA Payment to the affected Class Member and/or Aggrieved Employee. The Administrator need not take further steps

to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. It will be conclusively presumed that if a settlement check has not been returned within thirty (30) days of the mailing that the Class Member received the settlement check. Neither Defendants, Defense Counsel, Plaintiff, Class Counsel, nor the Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, the Administrator shall promptly send a replacement check to any Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member and/or Aggrieved Employee prior to the void date if the check in question has not been cashed, deposited, or negotiated. No person shall have any claim against Plaintiff, Class Counsel, Defendants, Defense Counsel or the Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments, Individual PAGA Payments, and/or Class Representative Service Payment shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Defendants will not use any of these payments for determination of eligibility for, or calculation of, any employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of the Participating Class Members and/or Aggrieved Employees, and Defendants will not modify the Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants and/or any of the Released Parties, unless otherwise required by law. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Participating Class Members or Aggrieved Employees may be entitled under any benefit plans, and that the Participating Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received any of these payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. In addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims as set forth in Paragraphs 5.2 and 5.3 herein, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns hereby generally release and forever discharge Defendants and the Released Parties from any and all claims, charges, complaints, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses, transactions or occurrences of any nature whatsoever, whether known or unknown, suspected or unsuspected, that occurred up to the Effective Date, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant Mills Insurance Services, the remuneration for or termination of such employment ("Plaintiff's Release"). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding anything in this Agreement to the contrary, nothing contained herein shall constitute a waiver or release by Plaintiff of any claim for workers' compensation benefits, unemployment benefits, or any other claim which cannot be legally waived. Plaintiff hereby agrees not to bring or participate in any class or collective action against Defendants or any Released Party that asserts, in whole or in part, any claims that arose before he signed this Agreement, whether or not such claims (if brought by him individually) are released by this Agreement. Nothing in this Agreement prohibits Plaintiff from reporting possible violations of federal or state law or regulation to the government, including but not limited to the EEOC, Department of Justice, Securities and Exchange Commission, Congress, and any agency inspector general, or filing a charge with or participating in an investigation or proceeding conducted by the EEOC or a comparable state or local agency (collectively, any such activity shall be referred to as a "Government Report"). However, by signing this Agreement, Plaintiff understands and agrees that he is waiving the right to receive any award of monetary or other benefits or any other legal or equitable relief whatsoever, including but not limited to payment for attorneys' fees, costs or disbursements, resulting from any such proceeding by Plaintiff, anyone else on his behalf, or otherwise, unless this Agreement is invalidated. Plaintiff agrees to waive such personal relief even if it is sought on his behalf by an agency, a governmental authority,

or a person claiming to represent him and/or any member of a class.

5.2 Claims Released by Participating Class Members:

Upon remittance of the Gross Settlement Amount on behalf of Defendants to the Settlement Administrator and the entry of Judgment by the Court, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, fully and finally release and discharge Defendants and all Released Parties from any and all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the Operative Complaint, including, but not limited to, claims involving any alleged: (1) failure to pay all wages in violation of Labor Code §§ 204, 226.2, 1194, 1194.2 and 1197, IWC Wage Order, and California Minimum Wage Order; (2) failure to pay overtime wages in violation of Labor Code §§ 226.2, 510, 1194 and 1198, and IWC Wage Order; (3) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512, and IWC Wage Order; (4) failure to authorize and permit rest periods in violation of Labor Code §§ 226.2, 226.7, 512, 516, and 558, and IWC Wage Order; (5) failure to indemnify business expenses in violation of Labor Code § 2802 and IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (7) failure to pay all wages owed upon termination or resignation of employment in violation of Labor Code §§ 201-203; (8) failure to pay vacation/PTO wages in violation of Labor Code § 227.3; (9) violations of Business and Professions Code § 17200, and (10) failure to keep payroll records showing total hours worked and wages paid in violation of California Labor Code §§1174-1174.5 and IWC Wage Order (collectively, the “Released Class Claims”). The Released Class Claims include all types of relief available for the Released Class Claims, including without limitation any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any such Released Class Claims if raised in the future. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims arising outside the Class Period.

5.3 Claims Released by Aggrieved Employees: Upon remittance of the Gross Settlement Amount on behalf of Defendants to the Settlement Administrator and entry of Judgment by the Court, all Aggrieved Employees, whether they timely submit valid Requests for Exclusion from this Settlement or not, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, fully and finally release and discharge Defendants and all Released Parties from any and all claims for PAGA penalties arising at any time during the PAGA Period based on the factual allegations that were pled, or which could have been pled, in the Operative Complaint and the PAGA Notice, including claims for violations of Labor Code 2698 et seq. (“PAGA”) predicated on the alleged Labor Code violations identified in Paragraph 5.2 herein (collectively, the “PAGA Released Claims”). The PAGA Released Claims include all types of relief available for the PAGA Released Claims, including without limitation any claims for damages, penalties, fines, attorneys’ fees,

costs, expenses or interest. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any PAGA Released Claims if raised in the future. Plaintiff, the State of California, and all Aggrieved Employees (including those who are Participating Class Members and those who are Non-Participating Class Members) fully release and discharge Defendants and all Released Parties from any and all PAGA Released Claims

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will move the Court for Preliminary Approval of the terms of this Settlement that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Defendants' Representations. Defendants and Defense Counsel represent that they do not have any actual or potential conflicts of interest with the Administrator. Defense Counsel and Defendants are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff's Responsibilities. In accordance with section 2699(l)(2) of the California Labor Code, Plaintiff shall provide a copy of this Agreement to the LWDA on or before the date Plaintiff files his Motion for Preliminary Approval of this Settlement with the Court. Plaintiff will also prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Defendants shall not oppose Plaintiff's Motion for Preliminary Approval so long as the Motion and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defense Counsel with five (5) days to review, and provide comments to the Motion for Preliminary Approval, supporting papers, and proposed order before they are filed with the Court. Class Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the

Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment

payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. It will be conclusively presumed that if a Class Notice has not been returned within thirty (30) days of the mailing that the Class Member received the Notice.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. Upon completion of these steps by the Administrator, Defendants and the Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Member. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number, and the last four digits of the Class Member's Social Security number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, and clearly state that the Class Member does not wish to be included in the Settlement. The date of the fax, email

or postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

7.5.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall provide any Requests for Exclusion to Class Counsel and Defense Counsel within three (3) business days of receipt.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including but not limited to the Participating Class Members' and Aggrieved Employees' Releases under Paragraphs 5.2 and 5.3 of this Agreement and any Judgment that may be entered by the Court if it grants Final Approval of the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, and/or cashes, deposits or otherwise negotiates their settlement check.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the PAGA Released Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment, regardless of whether they submit a timely and valid Request for Exclusion from the Class Settlement and/or cash, deposit, or negotiate their Individual PAGA Payment settlement checks. Aggrieved Employees may not opt out or otherwise request exclusion from the PAGA portion of this Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall

promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. In the event that the Administrator increases or decreases the number of Class Workweeks and/or PAGA Pay Periods for any Class Member and/or Aggrieved Employee, then the Administrator will recalculate each Class Member's and/or Aggrieved Employee's share of the Net Settlement Amount; accordingly, in no event shall Defendants be required to increase the Gross Settlement Amount except as set forth in Section 8 herein.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). If any Participating Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the Participating Class Member submitting the objection and the basis of the objection, including: (a) the full name and signature of the Participating Class Member submitting the objection; (b) the grounds for the objection, as well as any documentation or evidence in support thereof, and (c) if the Participating Class Member submitting the objection is represented by counsel, the name and address of such counsel. The Administrator shall provide any objections to Class Counsel and Defense Counsel within three (3) business days of receipt.

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member timely submits both a Request for Exclusion and an objection, the objection will be considered invalid.

7.7.4 Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). If a Participating Class Member does not formally intervene in the action or move to set aside any judgment and/or the Court rejects the Participating Class

Member's objection, the Participating Class Member will still be bound by the terms of this Agreement and waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, motion under California Code of Civil Procedure section 473, and extraordinary writs.

7.7.5 Neither Plaintiff nor Defendants shall be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise, including but not limited to calculating each Class Member's Individual Class Payment and withholding from same, calculating each Aggrieved Employee's Individual PAGA Payment, remitting to applicable government agencies sufficient amounts, if any, as may be owed by Participating Class Members for applicable employee taxes, calculating the employer's share of payroll taxes due, remitting such payroll taxes to the appropriate taxing authorities, issuing to Plaintiff, Participating Class Members, Aggrieved Employees and Class Counsel any Forms W-2, Forms 1099 and/or other tax forms as may be required by law for all amounts paid pursuant to this Agreement, setting up all necessary tax accounts, preparing and sending all tax notices, and forwarding all payroll taxes, notices, and penalties to the appropriate government authorities.

7.8.1 Email Address and Toll-Free Number. . The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Approval Order and Judgment. The Administrator will mail each Class Member and Aggrieved Employee a copy of the Final Approval Order and Judgment with their settlement checks.
- 7.8.7 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendants estimate, as of the close of the Class Period (December 31, 2023), there are 29 Class Members who collectively worked a total of 3,152 Workweeks during the Class Period. If either the total number of Settlement Class Members or the total number of workweeks is more than 10% percent above that estimated by the Defendants, the Gross Settlement Amount shall automatically be increased by the same percentage as the increase. For example, if the increase is 10% or less there shall be no increase in the Gross Settlement Amount. If the increase is 11%, the Gross Settlement Amount shall increase by 11%.
- 9. DEFENDANTS' RIGHT TO WITHDRAW.** At Defendants' sole discretion, they shall have the right to withdraw from or rescind the Settlement Agreement at any time prior to Final Approval if: (a) 7.5% or more of all Class Members submit valid and timely Requests for Exclusion, provided that Defendants exercise this right of rescission, in writing, to Class Counsel within fifteen (15) days after the time period for Class Members to opt-out has

closed and the Administrator sends the final Exclusion List to Defense Counsel; (b) if either the total number of Class Members or the total number of Workweeks is more than 30% above the amounts estimated by Defendants as set forth in Section 8 of this Agreement; (c) the Settlement is construed by the Court in such a fashion that Defendants would be required to pay more than the Gross Settlement Amount and their share of employer payroll taxes, except in the circumstance outlined above in Section 8 herein; (d) the Court does not approve the Settlement; (e) the Court does not certify the Settlement Class, does not certify a class releasing the claims set forth herein, or otherwise makes an order inconsistent with any of the terms of the Settlement Agreement; (f) Plaintiff or Class Counsel breach any term in the Settlement Agreement, or (g) the LWDA or any other state or governmental agency seeks to intervene or commences an enforcement action. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, or on the date ordered by the Court, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. In accordance with section 2699(l)(3) of the California Labor Code, Plaintiff shall provide to the LWDA a copy of the Final Approval Order and Judgment entered by the Court in this Action within ten (10) days after entry of the Final Approval Order and Judgment.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. Upon entry of Judgment, the Court shall have continuing jurisdiction over the Settlement pursuant to Code of Civil Procedure Section 664.6 and California Rules of Court, Rule 3.769, including but not limited to for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration

matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. The Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals; provided, however, that Plaintiff and/or Class Counsel may appeal any reduction in the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment set forth in this Settlement. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 Nullification. The Parties enter into this Agreement on a conditional basis. If the Court does not enter the Final Approval Order and Judgment or the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*, and shall be of no force or effect whatsoever, the Parties shall be returned to their respective positions as if no settlement had been contemplated, and no party may use the fact that the Parties agreed to settle, or the terms provided herein as an admission, as evidence, or for any other purpose, including, without limitation, to prove any liability or the amount of any sum allegedly owed by any party.

12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Neither this Agreement nor any action taken to carry out this Settlement is intended or may be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that

Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). This Agreement is a settlement document and it, along with all related documents such as notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152, be inadmissible in evidence in any proceeding, except in an action or proceeding to approve the Settlement, and/or to interpret or enforce this Agreement.

- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

From and after the filing of the Motion for Preliminary Approval of the Settlement, Plaintiff and Class Counsel may: (1) as required by law; (2) as required under the terms of the Settlement, or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and his counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and his counsel are satisfied with the Settlement terms. Nothing in this Section 12.3 is intended to interfere with Plaintiff's counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with the Settlement Class Members regarding the Settlement.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 No Solicitation. The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to solicit or encourage any Class Members to opt out of and/or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court, and defending the Agreement from any legal challenge. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff and Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, are changed after the date of this Agreement, the processes set forth in this Section 12.9 may be modified in a manner to bring Defendants into compliance with any such changes.

12.9.1 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 SHALL 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, THEIR, 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.

12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

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

12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14 Confidentiality. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. To the extent

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

- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
AZADIAN LAW GROUP, PC
GEORGE S. AZADIAN
ANI AZADIAN
707 Foothill Blvd., Suite 200
La Canada Flintridge, California 91011
Email: george@azadianlawgroup.com

To Defendants:
SHOOK, HARDY & BACON L.L.P.
MARC P. MILES
LAURA M. BOOTH
5 Park Plaza, Suite 1600
Irvine, California 92614
Email: lbooth@shb.com

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

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.21 Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

Dated: Dec 17, 2024


Rodolfo Ortiz (Dec 17, 2024 13:28 PST)

Plaintiff Rodolfo Ortiz

Dated: December 17, 2024

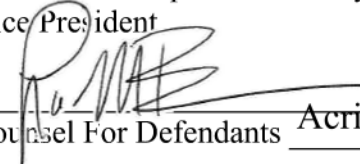


Plaintiff's Counsel George S. Azadian

Dated: _____

Defendants' Representative Ryan G. Foley, Executive
Vice President

Dated: December 18, 2024


Counsel For Defendants Acrisure of California, LLC

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

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.21 Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

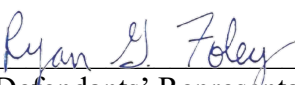
Dated: _____

Plaintiff Rodolfo Ortiz

Dated: _____

Plaintiff's Counsel George S. Azadian

Dated: 12/18/24



Defendants' Representative Ryan G. Foley, Executive Vice President

Dated: _____

Counsel For Defendants _____

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Rodolfo Ortiz v. Mills Insurance Services, et al.

Orange County Superior Court Case No. 30-2023-01365781-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

To: All individuals who performed work in any non-exempt position for Mills Insurance Services in California at any time between November 30, 2019 and December 31, 2023.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Mills Insurance Services, Acrisure of California, LLC and Acrisure of California Partner Group, LLC ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee Rodolfo Ortiz ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees ("Class Members") who worked for Defendant Mills Insurance Services from November 30, 2019 to December 31, 2023 ("Class Period"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly non-exempt employees ("Aggrieved Employees") who worked for Defendant Mills Insurance Services from November 30, 2022 and December 31, 2023 ("PAGA Period"). The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Action and the Settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT. Because you were employed by Defendant Mills Insurance Services as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive payment. Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work in any non-exempt position for Mills Insurance Services in California during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this

Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. Your legal rights and options are described below:

You Don't Have to Do Anything to Participate in the Settlement	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive an Individual Class Payment and an Individual PAGA Payment (if any) if the Settlement receives final approval by the Court. In exchange, you will be bound by the terms of the Settlement and give up your right to assert the Released Class Claims described in Section 9 of this Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined in Section 10 of this Notice), even if they opt-out of the Class Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day in a non-exempt position during the Class Period and how many Pay Periods you worked at least one day in a non-exempt position during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Mills Insurance Services. Plaintiff alleges Defendants violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: George S. Azadian and Ani Azadian of Azadian Law Group, PC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. To the contrary, this Settlement constitutes a compromise of disputed claims.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits or whether the Action is suitable for treatment as a class action. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The mediation was successful in reaching an agreement. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her/their share will be paid to those who do participate. By preliminarily approving this Settlement and Notice, the Court is not suggesting which side would win or lose this case if it went to trial. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving this Settlement as fair, reasonable, adequate and in the best interests of the Class Members, and the entry of Judgment. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$250,000.00 as the Gross Settlement Amount (Gross Settlement). Assuming the Court grants Final Approval, Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$83,333.33 (or 1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$4,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$15,000.00 for PAGA Settlement Amount, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The

Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants will separately pay their share of employer payroll taxes owed on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, email address or telephone number, the last four digits of your Social Security number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, fully and finally release and discharge Defendants and all Released Parties from any and all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the Operative Complaint, including, but not limited to, claims involving any alleged: (1) failure to pay all wages in violation of Labor Code §§ 204, 226.2, 1194, 1194.2 and 1197, IWC Wage Order, and California Minimum Wage Order; (2) failure to pay overtime wages in violation of Labor Code §§ 226.2, 510, 1194 and 1198, and IWC Wage Order; (3) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512, and IWC Wage Order; (4) failure to authorize and permit rest periods in violation of Labor Code §§ 226.2, 226.7, 512, 516, and 558, and IWC Wage Order; (5) failure to indemnify business expenses in violation of Labor Code § 2802 and IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (7) failure to pay all wages owed upon termination or resignation of employment in violation of Labor Code §§ 201-203; (8) failure to pay vacation/PTO wages in violation of Labor Code § 227.3; (9) violations of Business and Professions Code § 17200, and (10) failure to keep payroll records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5 and IWC Wage Order (collectively, the “Released Class Claims”). The Released Class Claims include all types of relief available for the Released Class Claims, including without limitation any claims for damages, restitution, losses, penalties,

finer, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any such Released Class Claims if raised in the future. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims arising outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants for the PAGA Period, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, whether they timely submit valid Requests for Exclusion from this Settlement or not, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, fully and finally release and discharge Defendants and all Released Parties from any and all claims for PAGA penalties arising at any time during the PAGA Period based on the factual allegations that were pled, or which could have been pled, in the Operative Complaint and the PAGA Notice, including claims for violations of Labor Code 2698 et seq. ("PAGA") predicated on the alleged Labor Code violations: (1) failure to pay all wages in violation of Labor Code §§ 204, 226.2, 1194, 1194.2 and 1197, IWC Wage Order, and California Minimum Wage Order; (2) failure to pay overtime wages in violation of Labor Code §§ 226.2, 510, 1194 and 1198, and IWC Wage Order; (3) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512, and IWC Wage Order; (4) failure to authorize and permit rest periods in violation of Labor Code §§ 226.2, 226.7, 512, 516, and 558, and IWC Wage Order; (5) failure to indemnify business expenses in violation of Labor Code § 2802 and IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (7) failure to pay all wages owed upon termination or resignation of employment in violation of Labor Code §§ 201-203; (8) failure to pay vacation/PTO wages in violation of Labor Code § 227.3; (9) violations of Business and Professions Code § 17200, and (10) failure to keep payroll records showing total hours worked and wages paid in violation of California Labor Code §§1174-1174.5 and IWC Wage Order (collectively, the "PAGA Released Claims"). The PAGA Released Claims include all types of relief available for the PAGA Released Claims, including without limitation any claims for damages, penalties, fines, attorneys' fees, costs, expenses or interest. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any PAGA Released Claims if raised in the future. Plaintiff, the State of California, and all Aggrieved Employees (including those who are Participating Class Members and those who are Non-Participating Class Members) fully release and discharge

Defendants and all Released Parties from any and all PAGA Released Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information. In addition to your settlement check, the Administrator will send a copy of the Final Approval Order and Judgment to all Participating Class Members and Aggrieved Employees.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, email address or telephone number, the last four digits of your Social Security number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as “Mills Insurance Wage and Hour Class Action”, and include your identifying information (full name, address, email address or telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court’s website <https://www.occourts.org/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action “Mills Insurance Wage and Hour Class Action” and include your name, current address, telephone number and approximate dates of employment for Defendant Mills Insurance Services and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

If you object to the Settlement, you will remain a Participating Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

You need not object to the Settlement if you only dispute the number of Workweeks. See Section 4.3 above.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] (time) in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via clicking the Department Link for CX103 at <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>

Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action and PAGA Settlement Agreement and Release of Claims (the Settlement Agreement), at Office of the Clerk, Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed below for more information. Information about this case is also available online by inputting the case number at the Court's website <https://www.occourts.org/online-services/case-access> the "Civil Case and Document Access" link.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

AZADIAN LAW GROUP, PC
GEORGE S. AZADIAN
ANI AZADIAN
707 Foothill Blvd., Suite 200
La Canada Flintridge, California 91011
Email: george@azadianlawgroup.com
Phone: 626-449-4944

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.