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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID MADDEN,

Plaintiff,

v.

PATRIOT GROWTH INSURANCE
SECIVICES, LLC, *et al.*,

Defendants.

Case No. 23STCV26753

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Judge: Hon. Carolyn B. Kuhl

Department: SSC-12

Date: _____

Time: _____

Complaint filed: October 31, 2023

Trial date: Not set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff David Madden (“Plaintiff”) and defendants Patriot Growth Insurance Services, LLC, Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc., and Neil Churchill (collectively “Patriot”). The Agreement refers to Plaintiff and Patriot collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Patriot captioned *David Madden v. Patriot Growth Insurance Services, LLC, et al.* initiated on October 31, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Patriot in California who worked for Patriot during the PAGA Period.
- 1.5 “Class” means all persons employed by Patriot in California who worked for Patriot during the Class Period.
- 1.6 “Class Counsel” means William M. Turner, Esq. and Asha Dhillon, Esq. of Turner Dhillon LLP, 707 Wilshire Boulevard, Suite 3250, Los Angeles, CA 90017.
- 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 Class Member identifying information in Patriot’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from October 31, 2019, to the present.

1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 “Class Representative Service Payment” means the 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 Los Angeles.

1.16 “Patriot” means named Defendants Patriot Growth Insurance Services, LLC, Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc., and Neil Churchill

1.17 “Defense Counsel” means David A. Garcia, Esq. and Nicole Naleway, Esq. of Ogletree, Deakins, Nash, Moak & Stewart, P.C., Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

1.18 “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

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 \$700,000 which is the total amount Patriot agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay 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 the 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 the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties 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 Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 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 any Pay Period during which an Aggrieved Employee worked for Patriot for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from October 4, 2022, to the present.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.33 “PAGA Notice” means Plaintiff’s October 4, 2023, letter to Patriot and the LWDA, and Plaintiff’s November 28, 2023, letter to Patriot and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and the 75% to LWDA (\$3,750) 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 David Madden, 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 proposed 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 Patriot and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 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 60 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.

1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45 “Workweek” means any week during which a Class Member worked for Patriot for at least one day, during the Class Period.

2. RECITALS.

2.1 On October 31, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Patriot for: (1) failure to pay all wages due; (2) breach of contract; (3) failure to timely pay wages due at termination; (4) failure to reimburse employees for necessary expenditures; (5) violations of the Unfair Competition Law (UCL); (6) retaliation; and (7) wrongful termination. On February 28, 2024, Plaintiff filed a First Amended Complaint alleging causes of action against Patriot for: (1) failure to pay all wages due; (2) failure to timely pay wages due at termination; (3) failure to reimburse employees for necessary expenditures; (4) violations of the UCL; and (5) violations of the Labor Code Private Attorneys General Act of 2004. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Patriot denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies 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 Patriot and the LWDA by sending the PAGA Notice.

2.3 On April 10, 2025, the Parties participated in an all-day mediation presided over by David Phillips, Esq. of Signature Resolution, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel file, compensation agreement, wage and hour records, letters of employment and termination, Defendant’s Remote and Hybrid Employee Expense Reimbursement

Policy, hire and termination dates for all Class Members, and wage statements for a random sampling of 40% of Class Members. 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.

2.6 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.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Patriot promises to pay \$700,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Patriot has 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 Patriot.

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 \$10,000, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Patriot will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation

1 Expenses Payment, Plaintiff will seek Court approval for any Class
2 Representative Service Payments no later than 16 court days prior to the Final
3 Approval Hearing. If the Court approves a Class Representative Service
4 Payment less than the amount requested, the Administrator will retain the
5 remainder in the Net Settlement Amount. The Administrator will pay the Class
6 Representative Service Payment using IRS Form 1099. Plaintiff assumes full
7 responsibility and liability for employee taxes owed on the Class
8 Representative Service Payment.

9 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%,
10 which is currently estimated to be \$233,333.34, and a Class Counsel Litigation
11 Expenses Payment of not more than \$12,276.20. Patriot will not oppose
12 requests for these payments provided that do not exceed these amounts.
13 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
14 Payment and Class Litigation Expenses Payment no later than 16 court days
15 prior to the Final Approval Hearing. If the Court approves a Class Counsel
16 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
17 the amounts requested, the Administrator will allocate the remainder to the Net
18 Settlement Amount. Released Parties shall have no liability to Class Counsel or
19 any other Plaintiff's Counsel arising from any claim to any portion any Class
20 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
21 Administrator will pay the Class Counsel Fees Payment and Class Counsel
22 Expenses Payment using one or more IRS 1099 Forms. Class Counsel
23 assumes full responsibility and liability for taxes owed on the Class Counsel
24 Fees Payment and the Class Counsel Litigation Expenses Payment and holds
25 Patriot harmless, and indemnifies Patriot, from any dispute or controversy
26 regarding any division or sharing of any of these Payments.

27 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
28 \$8,000 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 \$8,000, 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. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. 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 Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Patriot estimates there are 416 Class Members who collectively worked a total of approximately 66,646 Workweeks, and 326 Aggrieved Employees who worked a total of approximately 16,950 PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Patriot 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. Patriot has 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 Patriot 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. Patriot shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Patriot's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Patriot funds 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 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 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 Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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 and Individual PAGA Payments shall not obligate Patriot 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.

5. RELEASES OF CLAIMS. Effective on the date when Patriot fully funds 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. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and

1 assigns generally, release and discharge Released Parties from all claims, transactions
2 or occurrences that occurred during the Class Period, including, but not limited to: (a)
3 all claims that were, or reasonably could have been, alleged, based on the facts
4 contained, in the Operative Complaint and (b) all PAGA claims that were, or
5 reasonably could have been, alleged based on facts contained in the Operative
6 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released
7 under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any
8 claims or actions to enforce this Agreement, or to any claims for vested benefits,
9 unemployment benefits, disability benefits, social security benefits, workers'
10 compensation benefits that arose at any time, or based on occurrences outside the
11 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
12 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
13 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
14 respects, notwithstanding such different or additional facts or Plaintiff's discovery of
15 them.

16 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
17 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
18 rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

19 A general release does not extend to claims that the creditor
20 or releasing party does not know or suspect to exist in his or
21 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.

22 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All
23 Participating Class Members, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors and assigns,
25 release Released Parties from (i) all claims that were alleged, or reasonably could have
26 been alleged, based on the Class Period facts stated in the Operative Complaint and
27 ascertained in the course of the Action. Except as set forth in Section 5.3 of this
28 Agreement, 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 based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Patriot's Declaration in Support of Preliminary Approval. Within 7 days of the full execution of this Agreement, Patriot will prepare and deliver to Class Counsel a signed Declaration from Patriot and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Patriot 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.

6.2 Plaintiff's Responsibilities. Plaintiff will 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

1 willingness to serve; competency; operative procedures for protecting the security of
2 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or
3 other misfeasance; all facts relevant to any actual or potential conflicts of interest with
4 Class Members; and the nature and extent of any financial relationship with Plaintiff,
5 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
6 willingness and competency to serve and disclosing all facts relevant to any actual or
7 potential conflicts of interest with Class Members, and/or the Administrator; (vi) a
8 signed declaration from each Class Counsel firm attesting to its competency to
9 represent the Class Members; its timely transmission to the LWDA of all necessary
10 PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))),
11 Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, §
12 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all
13 modifications made to the Model Agreement ready for filing with the Court; and (viii)
14 all facts relevant to any actual or potential conflict of interest with Class Members, the
15 Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class
16 Counsel Declaration shall aver that they are not aware of any other pending matter or
17 action asserting claims that will be extinguished or adversely affected by the
18 Settlement.

19 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the Motion for Preliminary
21 Approval no later than 30 days after the full execution of this Agreement; obtaining a
22 prompt hearing date for the Motion for Preliminary Approval; and for appearing in
23 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
24 responsible for delivering the Court's Preliminary Approval to the Administrator.

25 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval and/or the supporting declarations and documents, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
28 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, 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, PAGA Members, 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 14 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 substantially in the form attached to this Agreement as Exhibit A. The

1 first page of the Class Notice shall prominently estimate the dollar amounts of
2 any Individual Class Payment and/or Individual PAGA Payment payable to the
3 Class Member, and the number of Workweeks and PAGA Pay Periods (if
4 applicable) used to calculate these amounts. Before mailing Class Notices, the
5 Administrator shall update Class Member addresses using the National Change
6 of Address database.

7 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail
9 the Class Notice using any forwarding address provided by the USPS. If the
10 USPS does not provide a forwarding address, the Administrator shall conduct a
11 Class Member Address Search, and re-mail the Class Notice to the most
12 current address obtained. The Administrator has no obligation to make further
13 attempts to locate or send Class Notice to Class Members whose Class Notice
14 is returned by the USPS a second time.

15 7.4.4 The deadlines for Class Members' written objections, Challenges to
16 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an
17 additional 14 days beyond the 60 days otherwise provided in the Class Notice
18 for all Class Members whose notice is re-mailed. The Administrator will
19 inform the Class Member of the extended deadline with the re-mailed Class
20 Notice.

21 7.4.5 If the Administrator, Patriot or Class Counsel is contacted by or otherwise
22 discovers any persons who believe they should have been included in the Class
23 Data and should have received Class Notice, the Parties will expeditiously
24 meet and confer in person or by telephone, and in good faith, in an effort to
25 agree on whether to include them as Class Members. If the Parties agree, such
26 persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a
28 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, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 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. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. 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.

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 the Participating Class Members' Releases under Paragraphs 5.2 and

5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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 claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 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.

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 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also 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 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class

1 Counsel and Defense Counsel containing (a) the names and other identifying
2 information of Class Members who have timely submitted valid Requests for
3 Exclusion (“Exclusion List”); (b) the names and other identifying information
4 of Class Members who have submitted invalid Requests for Exclusion; (c)
5 copies of all Requests for Exclusion from Settlement submitted (whether valid
6 or invalid).

7 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
8 reports to Class Counsel and Defense Counsel that, among other things, tally
9 the number of: Class Notices mailed or re-mailed, Class Notices returned
10 undelivered, Requests for Exclusion (whether valid or invalid) received,
11 objections received, challenges to Workweeks and/or Pay Periods received
12 and/or resolved, and checks mailed for Individual Class Payments and
13 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
14 include provide the Administrator’s assessment of the validity of Requests for
15 Exclusion and attach copies of all Requests for Exclusion and objections
16 received.

17 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority
18 to address and make final decisions consistent with the terms of this
19 Agreement on all Class Member challenges over the calculation of Workweeks
20 and/or Pay Periods. The Administrator’s decision shall be final and not
21 appealable or otherwise susceptible to challenge.

22 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
23 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
24 Administrator will provide to Class Counsel and Defense Counsel, a signed
25 declaration suitable for filing in Court attesting to its due diligence and
26 compliance with all of its obligations under this Agreement, including, but not
27 limited to, its mailing of Class Notice, the Class Notices returned as
28 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 Report by Settlement Administrator. Within 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 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 its records, Patriot estimates that, as of the date of this Settlement Agreement, (1) there are 416 Class Members and approximately 66,646 Total Workweeks during the Class period and (2) there were 326 Aggrieved Employees who worked approximately 16,950 Pay Periods during the PAGA Period. The Parties agreed to a 15% escalator clause. Should the number of Workweeks exceed 76,642 (15% of 66,646), Patriot shall pay \$11.10 for every Workweek on a pro-rata basis over 76,642 Workweeks.

9. PATRIOT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Patriot may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Patriot withdraws, 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, Patriot will remain responsible for paying all Settlement Administration Expenses incurred to that point. Patriot must notify Class Counsel and the Court of its election to withdraw not later than seven

1 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will
2 have no effect.

3 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final
4 Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that
5 includes a request for approval of the PAGA settlement under Labor Code section 2699,
6 subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion
7 for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
8 later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense
9 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to
10 resolve any disagreements concerning the Motion for Final Approval.

11 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
12 by a Participating Class Member, including the right to file responsive documents in
13 Court no later than five court days prior to the Final Approval Hearing, or as otherwise
14 ordered or accepted by the Court.

15 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the
17 scope of release to be granted by Class Members), the Parties will expeditiously work
18 together in good faith to address the Court’s concerns by revising the Agreement as
19 necessary to obtain Final Approval. The Court’s decision to award less than the
20 amounts requested for the Class Representative Service Payment, Class Counsel Fees
21 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
22 Payment shall not constitute a material modification to the Agreement within the
23 meaning of this paragraph.

24 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
25 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
26 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
27 administration matters and (iii) addressing such post-Judgment matters as are
28 permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, 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. 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.

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

4 **12. ADDITIONAL PROVISIONS.**

5 12.1 No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly
7 disputed claims. Nothing in this Agreement is intended or should be construed as an
8 admission by Patriot that any of the allegations in the Operative Complaint have merit
9 or that Patriot has any liability for any claims asserted; nor should it be intended or
10 construed as an admission by Plaintiff that Patriot's defenses in the Action have merit.
11 The Parties agree that class certification and representative treatment is for purposes of
12 this Settlement only. If, for any reason the Court does grant Preliminary Approval,
13 Final Approval or enter Judgment, Patriot reserves the right to contest certification of
14 any class for any reasons, and Patriot reserves all available defenses to the claims in
15 the Action, and Plaintiff reserves the right to move for class certification on any
16 grounds available and to contest Patriot's defenses. The Settlement, this Agreement
17 and Parties' willingness to settle the Action will have no bearing on, and will not be
18 admissible in connection with, any litigation (except for proceedings to enforce or
19 effectuate the Settlement and this Agreement).

20 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Patriot, and
21 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
22 Settlement is filed, they and each of them will not disclose, disseminate and/or
23 publicize, or cause or permit another person to disclose, disseminate or publicize, any
24 of the terms of the Agreement directly or indirectly, specifically or generally, to any
25 person, corporation, association, government agency or other entity except: (1) to the
26 Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this
27 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
28 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. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Patriot 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.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of 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.

12.4 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.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Patriot, 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.

12.6 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

1 supplementing points and authorities as requested by the Court. In the event the Parties
2 are unable to agree upon the form or content of any document necessary to implement
3 the Settlement, or on any modification of the Agreement that may become necessary
4 to implement the Settlement, the Parties will seek the assistance of a mediator and/or
5 the Court for resolution.

6 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer
8 or encumber to any person or entity and portion of any liability, claim, demand, action,
9 cause of action or right released and discharged by the Party in this Settlement.

10 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Patriot nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this
12 Settlement be relied upon as such within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed or waived only by an express written instrument signed by all
16 Parties or their representatives and approved by the Court.

17 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California,
21 without regard to conflict of law principles.

22 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the
24 basis that the Party was the drafter or participated in the drafting.

25 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders
26 entered during Action and in this Agreement relating to the confidentiality of
27 information shall survive the execution of this Agreement.
28

12.14 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 Patriot 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 Patriot unless, prior to the Court's discharge of the Administrator's obligation, Patriot makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 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.

12.16 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.

12.17 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:

William M. Turner and Asha Dhillon
Turner Dhillon LLP
707 Wilshire Boulevard, Suite 3250
Los Angeles, CA 90017
wturner@turnerdhillon.com
adhillon@turnerdhillon.com

To Patriot:

David Garcia and Nicole Naleway
Ogletree, Deakins, Nash, Moak & Stewart, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive, Costa Mesa, CA 92626
david.garcia@ogletree.com
nicole.naleway@ogletree.com

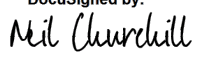
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

12.19 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.

Dated: _____

By: _____
David Madden

Dated: 15-Aug-2025

DocuSigned by:

By: _____
C36F852676C7441...
Neil Churchill, for himself and for Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc.

Dated: _____

By: _____
Ian Larson for Patriot Growth Insurance Services, LLC

1 **APPROVED AS TO FORM:**

2

3

4 Dated: August 26, 2025

TURNER DHILLON LLP

5

6 By: Bill Turner

7 William M. Turner

8 Attorneys for Plaintiff David Madden

9

10 Dated: _____

Ogletree, Deakins, Nash, Moak & Stewart, P.C.

11

12 By: _____

13 David A. Garcia

14 Attorneys for Defendants Patriot Growth Insurance

15 Services, LLC, Churchill Premier Insurance Services,

16 Inc. dba/fka Churchill & Associates Insurance

17 Services, Inc., and Neil Churchill

18

19

20

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