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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

NATALIA TAN, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

ASURION INSURANCE SERVICES, INC., a Tennessee corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV000032

[Hon. Jill H. Talley, Department 8A]

DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date:	November 20, 2026
Time:	9:00 a.m.
Department:	8A
Complaint Filed:	January 2, 2024

I, Simon L. Yang, declare as follows:

1. I am an attorney admitted to practice in the State of California and, with the law firm Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my own personal knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated in this declaration.

2. I have reviewed the Court's "Checklist for Approval of Class Action and/or PAGA Settlements," available via link at https://www.saccourt.ca.gov/divisions/civil/complex-civil-cases. Plaintiff's moving papers were prepared in compliance with the checklist and Local Rule 2.99.05.

3. On January 2, 2024, Plaintiff filed the initial complaint in this matter alleging class action and PAGA claims for Defendant's alleged failures to pay wages, to pay overtime wages, to provide meal periods, to timely pay all wages during employment or upon termination of employment, to provide complete and accurate itemized wage statements, and to reimburse business expenses. The claims arose from alleged failures (i) to provide sufficient ability for employees to actually take duty-free meal periods, (ii) to compensate employees for travel time incurred after visiting their final customer location of the workday, and (iii) to reimburse employees for mileage incurred after visiting their final customer location of the workday.

4. The Parties met and conferred about the claims and Defendant's defenses, including those based on an arbitration agreement. Based on a class action waiver within the arbitration agreement, Plaintiff agreed to voluntarily dismiss class action claims without prejudice, stay litigation of representative PAGA claims, and arbitrate individual PAGA and non-PAGA claims. On July 25, 2024, Plaintiff initiated arbitration with AAA as AAA Case No. 01-24-0006-6734, and Peter S. Rukin, Esq. was appointed as the Parties' Arbitrator.

5. The Parties continued to meet and confer about the alleged claims and also about Defendant's defenses. The Parties also engaged in extensive discovery, including the depositions of both Plaintiff and Plaintiff's manager. The Parties also engaged in motion practice, including a motion for summary adjudication. Ultimately, the Parties agreed to schedule a mediation to potentially resolve both the individual claims in arbitration and the representative PAGA claims stayed in this Action.

6. Plaintiff requested (and Defendant provided) additional informal discovery to enable the Parties to explore the possibility of an informal resolution. For example, Defendant provided the relevant numbers of pay periods in which alleged Labor Code violations occurred, among other things—enabling Plaintiff to assess the full value of the PAGA claims. Defendant's willingness to produce this information enabled Plaintiff to evaluate the full scope of Defendant's potential liability. To wit, Plaintiff asserts that the alleged Labor Code violations affected approximately 1,444 employees in about 19,947 relevant pay periods from December 21, 2022, through March 26, 2026.

7. On March 26, 2026, the Parties attended a mediation with Michael Mandel, an experienced mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the Action. With the mediator's assistance and based on a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm's length negotiations. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**.

8. At mediation Plaintiff contended that Defendant's alleged Labor Code violations implicated a $50, $100, and $100 PAGA penalty for each of approximately 19,947 relevant pay periods that potentially had Labor Code violations. The Agreement requires Defendant to pay $575,000.00—or approximately $28.83 per pay period gross for the 19,947 relevant pay periods in which Plaintiff contended Labor Code violations occurred. Ultimately, based on a review of Defendant's records, even when stacking a $50 civil penalty with two $100 civil penalties in 19,947 pay periods, the total potential penalty recovery amounted to $4,986,750.00. Plaintiff contends that the Settlement Amount of $575,000.00—approximately 11.53% of the potential penalty recovery—is an excellent result.

9. Defendant contested the merits and denied it was liable at all, and neither the arbitrator nor any factfinder has not made any determinations of liability prior to the proposed settlement, or at all. For example, Defendant contended that there was no potential liability for failures to pay wages, to pay overtime wages, to provide meal periods, to timely pay all wages during employment or upon termination of employment, to provide complete and accurate itemized wage statements, or to reimburse

business expenses. Defendant continues to maintain that it has lawful meal period policies, does not need to compensate employees for travel time incurred after visiting their final customer location of the workday, and does not need to reimburse employees for mileage incurred after visiting their final customer location of the workday. Moreover, even if Plaintiff prevailed on the merits, Defendant contested the extent of liability. Specifically, Defendant contended that PAGA penalties would be subject to discretionary reductions.

10. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Settlement Amount to which the Parties eventually agreed was reasonable.

11. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability could not be established at trial or that the applicable law could change. I believe the settlement for the State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

12. My firm has incurred costs in the amount of $9,682.17. The costs are all litigation related costs, including filing fees and service fees. Attached as **Exhibit 2** is copy of the costs my firm has incurred in connection with prosecution of this lawsuit.

13. Because Plaintiff's Counsel seeks reimbursement of $9,682.17 in costs (and the Administration Costs are $9,000.00, and the requested attorneys' fees are $191,666.67), it is expected that the PAGA Penalty Fund will be $354,651.16, which amounts to approximately $17.78 net per pay period. It is expected that the LWDA would receive $265,988.37 as its share of PAGA Penalties and employees would receive $88,662.79 as their share of PAGA Penalties. Based on 1,444 PAGA Settlement Members, each individual employee is estimated to receive approximately $61.35; each pay period for a PAGA Settlement Member will be worth approximately $4.44.

14. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment

Relations at the University of Illinois. I determined before enrolling in law school that I wanted to practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

15. Upon graduating from law school in 2008, I practiced labor and employment law at Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My practice focused on wage and hour class, collective, and representative actions, with a particular emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA"). During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class, collective, and representative actions that resulted in published opinions, including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining denial of class certification on behalf of retail employees alleging bag check claims).

16. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break

laws in *California Transportation News*, a publication of the California Construction Trucking Association.

17. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification, and no court has ever found me to be inadequate class counsel.

18. I have incurred a total of 102.7 hours to date in litigating this matter. Attached as **Exhibit 3** is a summary of my hours and tasks on this matter. I also anticipate spending at least 3.0 additional hours in connection with attending the approval hearing, obtaining approval of the settlement, and responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved employees.

19. My current billing rate is $800 per hour, which is less than my billing rate would have been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of $630 per hour. In January of 2020, clients were billed and paid my rate of $670 per hour. Had I remained at my prior firm, I am informed and believe that my billing rate would have increased in January of 2021 to at least $710 per hour, in January of 2022 to at least $750 per hour, and in January of 2023 to approximately $800 per hour. I have been approved for an hourly billing rate of $800 for my work by numerous California courts, including those in Alameda, Los Angeles, Sacramento, Santa Clara, and San Mateo counties.

20. The total lodestar for my hours will be approximately $84,560.00 based on an hourly rate of $800.00 per hour for 105.7 total hours.

21. On December 21, 2023, Plaintiff submitted a notice of Labor Code violations to the Labor and Workforce Development Agency ("LWDA") via online filing and to Defendant via certified mail. Attached as **Exhibit 4** is a copy of the December 21, 2023 LWDA notice.

22. Along with the filing of the motion for approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the LWDA in compliance with Section 2699(s)(2) and (4).

Attached as **Exhibit 5** is a copy of the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders awarding civil penalties under PAGA.

23. After the Parties executed the Agreement in this matter, on July 22, 2026, a PAGA-only complaint was filed by a different former employee, Nicholas Davis, in *Nicholas David [sic] v. Asurion Insurance Services, Inc.*, San Bernardino Superior Court Case No. CIVSB2621639. Also after the Parties executed the Agreement in this matter, a class action and PAGA complaint was filed by Joaquina Wood, Jonah Toubeaux, and Sukhchain Kumar in *Wood et al. v. Asurion Insurance Services, Inc.*, Los Angeles Superior Court Case No. 26STCV18810. Based on my review of the LWDA's PAGA filing database and my understanding from counsel for Defendant, this settlement does not impact any other pending PAGA matters.

24. I understand that the attorneys' fees awarded in this action will be split 65% to Diversity Law Group, P.C. and 35% to Polaris Law Group.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of October 2026, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

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Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

NATALIA TAN, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

ASURION INSURANCE SERVICES, INC., a Tennessee corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV000032

JOINT STIPULATION OF PAGA SETTLEMENT

Complaint Filed: January 2, 2024

Docusign Envelope ID: 6C7D6F8A-FA4B-86EB-80E0-6FAAD8EA5935

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Natalia Tan, on the one hand, and Defendant, Asurion Insurance Services, Inc., on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Natalia Tan v. Asurion Insurance Services, Inc.*, filed on or about January 2, 2024, in the Superior Court of the State of California for the County of Sacramento as Case No. 24CV000032.

1.2. Administrator. "Administrator" means the third-party settlement administrator designated to distribute settlement payments.

1.3. Administration Costs. "Administration Costs" means the payment from the Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiff's Counsel and Defendants' Counsel.

1.4. Agreement. "Agreement" means this Joint Stipulation of PAGA Settlement.

1.5. Approval Order. "Approval Order" means an order approving this Agreement.

1.6. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the attorneys' fees and costs payment from the Settlement Amount for Plaintiff's Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.7. Court. "Court" means the Superior Court of California for the County of Sacramento.

1.8. General Release Payment. "General Release Payment" means the consideration to Plaintiff for the additional general release and waiver of Civil Code section 1542 as well as in recognition of Plaintiff's efforts and work in prosecuting the Action on behalf of the State.

1.9. PAGA Penalty Fund. "PAGA Penalty Fund" means the portion of the Settlement Amount allocated to PAGA penalties.

1.9.1. LWDA Payment. "LWDA Payment" means a payment of 75% of the PAGA Penalty Fund to the Labor & Workforce Development Agency ("LWDA").

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1.9.2. Employee Payment. "Employee Payment" means each PAGA Settlement Member's payment and share of 25% of the PAGA Penalty Fund.

1.10. PAGA Period. "PAGA Period" means the period starting from December 21, 2022, through the earlier of (i) the date the Court enters an Approval Order or (ii) June 30, 2026.

1.11. PAGA Settlement Members. "PAGA Settlement Member" means any current or former non-exempt employees of Defendant in the State of California employed as a Field Tech Sales Expert, as an In-Home Expert, or in another similar position traveling to customer locations from December 21, 2022, through March 26, 2026. Defendant represents that there are approximately 1,444 PAGA Settlement Members.[1]

1.12. Parties. "Parties" means Plaintiff and Defendant.

1.12.1. Plaintiff. "Plaintiff" means Natalia Tan.

1.12.2. Defendant. "Defendant" means Asurion Insurance Services, Inc.

1.13. Released Party. "Released Party" means Defendant and its present and former parent companies, subsidiaries, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, successors and assigns.

1.14. Settlement Amount. "Settlement Amount" means the maximum potential settlement amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments) and any Administration Costs, Attorneys' Fees and Costs, and General Release Payment—that Defendant may be required to pay in connection with an Approval Order.

2. RECITALS

2.1. Initiation of Action. On January 2, 2024, Plaintiff filed the initial complaint in this matter alleging class action and representative Labor Code Private Attorneys General Act of 2004 ("PAGA") claims for Defendant's alleged failures to pay wages, to pay overtime wages, to provide

[1] The definition of PAGA Settlement Members is based on Defendant's representation that the PAGA Settlement Members have worked approximately 19,947 pay periods from December 21, 2022, through March 26, 2026. To the extent that the number of pay periods worked by current or former non-exempt employees of Defendant in the State of California employed as a Field Tech Sales Expert, as an In-Home Expert, or in another similar position traveling to customer locations since December 21, 2022, exceeds 21,942 pay periods before March 26, 2026, the end date for inclusion as a PAGA Settlement Member shall be the end date of the pay period in which 21,942 pay periods were worked.

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meal periods, to timely pay all wages during employment or upon termination of employment, to provide complete and accurate itemized wage statements, and to reimburse business expenses. The claims arose from alleged failures (i) to provide sufficient ability for employees to actually take duty-free meal periods, (ii) to compensate employees for travel time incurred after visiting their final customer location of the workday, and (iii) to reimburse employees for mileage incurred after visiting their final customer location of the workday.

2.2. Impact of Arbitration Agreement. The Parties met and conferred both about the nature of the alleged claims and also about the impact that an arbitration agreement had on the alleged claims. Based on a class action waiver within the arbitration agreement, Plaintiff agreed to voluntarily dismiss class action claims without prejudice, stay litigation of representative PAGA claims, and arbitrate individual PAGA and non-PAGA claims.

2.3. Arbitration. Throughout the arbitration, the Parties continued to meet and confer about the alleged claims and also about Defendant's defenses. The Parties engaged in extensive discovery, including the depositions of both Plaintiff and Plaintiff's manager. The Parties also engaged in motion practice, including a motion for summary adjudication. Ultimately, the Parties agreed to schedule a mediation to potentially resolve both the individual claims in arbitration and the representative PAGA claims stayed in litigation.

2.4. Mediation. On March 26, 2026, the Parties attended a mediation with Michael Mandel, an experienced mediator knowledgeable of both the wage and hour laws and representative action claims at issue in the Action. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm's length negotiations. Based on Plaintiff's Counsel's ongoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms of this Agreement are fair, reasonable, and adequate, and in the best interests of the State.

2.5. No Admission of Liability. Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the

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allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

3. SETTLEMENT PROCEEDS

3.1. Settlement Amount. Defendant agrees to pay a non-reversionary Settlement Amount of $575,000.00, which was negotiated based on Defendant's representation that there were approximately 19,947 pay periods worked by PAGA Settlement Members as of the date of mediation.

3.1.1. Attorneys' Fees and Costs. 33⅓% of the Settlement Amount (or $191,666.67) and litigation costs of up to $25,000.00 are designated as Attorneys' Fees and Costs.

3.1.2. General Release Payment. $10,000.00 of the Settlement Amount is designated as the General Release Payment.

3.1.3. Administration Costs. Based on quotes received from third-party administrators, Administration Costs shall be no more than $9,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to minimize Administration Costs.

3.1.4. PAGA Penalty Fund. Except for any amounts approved by the Court for Attorneys' Fees and Costs, a General Release Payment, and Administration Costs, the remaining Settlement Amount shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment, given that the Action was filed prior to the effective date of the PAGA reform statute under AB 2288 and SB 92. The remaining 25% of the PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to PAGA Settlement Members on a pro rata basis, based on the number of relevant pay periods worked by each PAGA Settlement Member during the PAGA Period. Employee Payments shall be distributed to PAGA Settlement Members in separate checks, without the need to submit a claim form.

3.1.5. Court Approval. The approval or denial of the requested Attorneys' Fees and Costs, General Release Payment, and Administration Costs is not a material condition to the

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Agreement. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs, General Release Payment, and Administration Costs, any requested but unapproved amounts shall be allocated to the PAGA Penalty Fund.

3.2. Payment Considerations. All payments shall be characterized as IRS Form 1099 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. All recipients of settlement payments shall be solely responsible for paying any applicable taxes on their respective payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3.3. Funding and Distribution. By seven days after the Approval Order, Defendant shall deposit the Settlement Amount with the Administrator. By seven days after receipt of the Settlement Amount, the Administrator shall distribute all amounts to be paid pursuant to this Agreement and Approval Order. The Administrator shall not be empowered to make payments to the PAGA Settlement Members exceeding the total PAGA Penalty Fund allocated to PAGA Settlement Members or deviate from the payment formula agreed upon by the Parties.

4. SETTLEMENT ADMINISTRATION

4.1. Administrator. For purposes of distributing payments and administering the settlement, the Administrator shall be Phoenix Settlement Administrators.

4.2. Data for Administrator. Within fourteen days of receipt of the Approval Order, Defendant shall provide to the Administrator each PAGA Settlement Member's last known mailing address, as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this Agreement. Defendant's records will be presumptively determinative in any dispute over entitlement to payment or over membership as PAGA Settlement Members.

4.3. Mailing of Settlement Payments. Within seven days of receipt of the Settlement Amount, the Administrator shall send payments to all payees via First Class U.S. Mail. For PAGA Settlement Members, the Administrator shall use the last known mailing address for each PAGA

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Settlement Member, based on data provided by Defendant. Any mailings returned to the Administrator as undeliverable shall be promptly resent via First Class U.S. Mail to the forwarding address on the returned mailing. If no forwarding address is provided, the Administrator shall promptly attempt to determine the correct address using a single skip-trace search and shall then promptly send a single re-mailing.

4.4. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Approval Order. The Parties shall request that the Court order that the principal for any expired checks be distributed to the State Controller Unclaimed Property Fund in the name of the PAGA Settlement Member.

4.5. Certification of Completion. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendant's Counsel.

5. RELEASES

5.1. Releases by LWDA. By operation of the entry of the Approval Order, and except as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and the LWDA fully releases Defendant and each Released Party from any and all PAGA claims arising during the PAGA Period that are based on Labor Code violations pled in the Action.

5.2. Additional Release by Plaintiff. By operation of the entry of the Approval Order, Plaintiff also generally releases all claims, known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

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

Plaintiff acknowledges that Plaintiff has read the entirety of the Agreement, including the above language from the Civil Code, and that Plaintiff fully understands both the Agreement and Civil Code

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section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

6. COURT APPROVAL

6.1. Approval Order. The Parties shall submit a motion seeking an Approval Order, which would, among other things: (i) approve the terms of the settlement in this Agreement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the release, (iv) direct that the settlement's terms and provisions be carried out; and (v) enter final judgment.

6.2. Effect of Failure to Obtain Approval Order. In the event the Court fails to enter an Approval Order in accordance with this Agreement, then this Agreement shall be void and unenforceable, unless the Parties agree to changes that would enable the Court to approve a settlement.

7. MISCELLANEOUS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

7.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

7.1.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject

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to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

7.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

7.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

7.2. Confidentiality. Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind, including but not limited to using social media or internet postings, related in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to seeking court approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiff only or as otherwise specifically contemplated by the Agreement (e.g., obtaining administrator bids). Plaintiff has been informed that the settlement is confidential and has been advised to keep the settlement confidential. From and after approval of the settlement, Plaintiff and Plaintiff's counsel may comment regarding the specific terms of the settlement only: (1) as required by law or (2) as required under the terms of the settlement. In all other cases, Plaintiff and Plaintiff's counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with the Plaintiff's counsel's duties and obligations to faithfully discharge their

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duties to PAGA Settlement Members, including but not limited to, communicating with the PAGA Settlement Members regarding the settlement.

7.3. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

7.4. Continuing Jurisdiction. The Court granting approval of the settlement shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

7.5. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES ON FOLLOWING PAGE]

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PLAINTIFF

Dated: 6/3/2026

Signed by:
34529233CF1C41B...
Natalia Tan

COUNSEL FOR PLAINTIFF

Dated: June 3, 2026

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: 6/5/2026 | 10:36 AM EDT

Signed by:
Maria Pinchevsky
E640FF549C9C460...

By: SVP Customer Solutions,
on behalf of Asurion Insurance Services, Inc.

COUNSEL FOR DEFENDANT

Dated: 6/4/2026 | 4:17 PM EDT

DocuSigned by:
90314B94D71D458...
John H. Haney
HOLLAND & KNIGHT LLP

EXHIBIT 2

DIVERSITY LAW GROUP

Invoice

Invoice #: 10593

Invoice Date: 10/14/2026

Terms: Upon Receipt

Due Date: 10/14/2026

PO #:

Invoice Total: $9,682.17

Payment Applied: $0.00

Total Due: $9,682.17

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Summary - Tan, Natalia v. Asurion Insurance Services Inc. (20063.001)

Type	Description	Amount ($)
Expenses		9682.17

Subtotal:	$9,682.17
Discount:	$0.00
Subtotal after Discount:	$9,682.17
Taxable Subtotal:	$9,682.17
Tax:	$0.00
Total:	$9,682.17

Details - Tan, Natalia v. Asurion Insurance Services Inc. (20063.001)

Expenses

Date	Category	Expense Code	Description	Amount ($)
12/21/2023		Court fees	LWDALWDA	75.00
12/31/2023		Photocopies	PhotocopiesPhotocopies	0.50

DIVERSITY LAW GROUP

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lwlee@diversitylaw.com

12/31/2023		Postage	PostagePostage	8.53
01/02/2024		Attorney Service	Attorney Service - ComplaintAttorney Service - Complaint	1647.24
01/19/2024		Attorney Service	Attorney Service - Complaint Service	103.36
01/23/2024		Court fees	ACE E Filing - POS of Summons	13.70
01/24/2024		Court fees	ACE E Filing - Notice of Complex Order	13.70
01/31/2024		Photocopies	PhotocopiesPhotocopies	1.75
01/31/2024		Postage	PostagePostage	0.88
03/21/2024		Court fees	OneLegal - Notice of CMCOneLegal - Notice of CMC	13.70
03/31/2024		Photocopies	PhotocopiesPhotocopies	6.50
03/31/2024		Postage	PostagePostage	1.76
04/30/2024		Photocopies	PhotocopiesPhotocopies	2.75
04/30/2024		Postage	PostagePostage	1.87
07/25/2024		Arbitrators/mediators	AAA - Demand for ArbitrationAAA - Demand for Arbitration	360.50
07/31/2024		Postage	PostagePostage	2.59
09/16/2025	Transcription Services		Steno - Deposition Transcript of Catherine Jackson [DELAY PAY, NOT YET PAID]	1494.10
09/29/2025	Transcription Services		Veritext - Deposition Transcript of Natalia Tan	933.00
09/30/2025	Postage and delivery		Postage	0.74

DIVERSITY LAW GROUP

Invoice

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Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

02/19/2026	E121 Arbitrators/mediators		Mandel Mediation	5000.00
			Subtotal:	$9,682.17
			Total:	$9,682.17

EXHIBIT 3

Time and Task Summary
for Tan v. Asurion Insurance Services, Inc.
Simon L. Yang

Description of Work	Hours
Review Plaintiff's wage statements and other documents	1.8
Review LWDA notice and related documents	0.6
Draft and revise complaint; confer with co-counsel on litigation strategy	3.2
Review court's notice of assignment, case management orders	0.4
Prepare and respond to various case management correspondences regarding arbitration agreement with defendant, co-counsel, and plaintiff	5.6
Review stipulation to stay Plaintiff's non-individual PAGA claims and arbitrate individual claims	1.2
Draft demand for arbitration	0.4
Draft proposed scheduling order	1.2
Prepare for and attend arbitration management conferences	1.8
Draft initial disclosures	0.8
Review Defendant's initial disclosures and document production	1.4
Draft request for documents	0.8
Draft responses to special interrogatories	2.2
Draft responses to requests for documents	2.8
Prepare for and conduct deposition of Catherine Jackson	10.2
Prepare for and defend deposition of Plaintiff	9.5
Review Defendant's motion for summary adjudication	1.2
Draft opposition to motion for summary adjudication and response to statement of undisputed material facts	11.2
Review reply in support of Defendant's motion for summary adjudication	1.2
Prepare for and attend hearing on Defendant's motion for summary adjudication	2.4
Conduct pre-mediation calls with mediator	0.4
Review defendant's informal production of documents and information for mediation	3.2
Analyze, prepare, and revise exposure model for mediation	2.2
Draft and revise mediation brief	8.6
Prepare for and attend mediation	8.0
Draft and revise settlement documents, including joint stipulation of PAGA settlement, and review administration bids	9.6
Draft and revise approval documents, including motion, declarations, and proposed order	10.8
TOTAL	**102.7**

EXHIBIT 4

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NATALIA TAN
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

November 20, 2023

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Tan v. Asurion Insurance Services Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Asurion Insurance Services Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying all earned wages, including minimum, regular and overtime wages, to me and other similarly situated aggrieved employees. Specifically, we were not paid wages for all hours worked as the Company did not pay for the time we incurred driving home after our last customer visit of the day. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, the total hours worked, and the applicable hours worked/rates shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code § 2802 by failing to reimburse all mileage expenses to me and other similarly situated aggrieved employees. Specifically, we were not reimbursed mileage expenses we incurred driving home after our last customer visit of the day.

3. Violated Labor Code §§ 226.7 and 512 by not authorizing and permitting a duty-free meal periods to me and other similarly situated aggrieved employees, nor paying the requisite meal period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other employees to abide by our customer visit schedules, which did not allow us to take proper meal breaks. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, the total hours worked, and the applicable hours worked/rates shown on the wage statements were inaccurate due to the violations set forth above.

The address for the Company is:

DocuSign Envelope ID: FB011655-CAC3-453D-BF1B-06E41D5092D8

Asurion Insurance Services Inc.
140 11th Ave. North
Nashville, TN 37203

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
34529233CF1C41B...

Natalia Tan

cc: Asurion Insurance Services Inc. (by certified mail)

EXHIBIT 5