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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Norman L. Jackson Jr. and Kirstie Deveaux ("Plaintiffs") and defendant Motorola Solutions, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Actions" means Norman L. Jackson Jr.'s class action and Private Attorneys General Act of 2004, Labor Code section 2698 ("PAGA") lawsuit alleging wage and hour violations against Defendant captioned *Norman L. Jackson Jr., et al. v. Motorola Solutions, Inc*., Case No. 23CV427798 initiated on December 18, 2023 and pending in the Superior Court of California, County of Santa Clara, **and** Kirstie Deveaux's class action and PAGA lawsuits alleging wage and hour violations against Defendant each captioned *Kirstie Deveaux, et al. v. Motorola Solutions, Inc*., Case No. 24STCV10634 (class action initiated on April 26, 2024) and Case No. 24STCV16418 (PAGA initiated on July 1, 2024), both pending in the Superior Court of California, County of Los Angeles.

1.2. "Administrator" means ILYM Group, Inc., 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.

1.4. "Aggrieved Employees" means all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period.

1.5. "Class" means all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period.

1.6. "Class Counsel" means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus and the other attorneys of D.Law, Inc. ("D.Law") and Jonathan M.

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Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC ("Blackstone").

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's full name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.9. "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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period between December 18, 2019, through April 29, 2025, unless modified subject to the terms of Paragraph 9, below.

1.13. "Class Representatives" means the named Plaintiffs, Norman Jackson and Kirstie Deveaux.

1.14. "Class Representative Service Payment(s)" means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for

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Defendant's expenses, and for the general release of all claims by the Plaintiffs.

1.15. "Court" means the Superior Court of California, County of Santa Clara.

1.16. "Defendant" means Motorola Solutions, Inc.

1.17. "Defense Counsel" means Karin M. Cogbill, Isabella Shin, and Veena Bhatia of Jackson Lewis P.C.

1.18. "Effective Date" means the date when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) 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 Order" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as **Exhibit C** to this Agreement and incorporated by reference into this Agreement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.21. "Gross Settlement Amount" means Two Million Two Hundred Thirty-Five Thousand Dollars and Zero Cents ($2,235,000.00) which is the total amount to be paid by Defendant as provided by this Agreement 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 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks

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worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval Order substantially in the form attached hereto as **Exhibit C** to this Agreement and incorporated by reference into this Agreement.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. "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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.29. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. Excluded are pay periods covered by the settlement in the action entitled *Marcello Ibarra v. Airbus DS Communications, Inc.*, Riverside County Superior Court Case No. RIC1722478 for the time period prior to September 1, 2023.

1.30. "PAGA Period" means the period between December 18, 2022, through April 29, 2025, unless modified subject to the terms of Paragraph 9, below.

1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32. "PAGA Notices" means Norman L. Jackson's December 18, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a)., Kirstie Deveaux's April 25, 2024 letter to Defendant and the LWDA providing notice

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pursuant to Labor Code section 2699.3, subd.(a), providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($12,500) and the 75% to LWDA ($37,500) in settlement of PAGA claims.

1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.35. "Plaintiffs" means Norman L. Jackson Jr. and Kirstie Deveaux, the named plaintiffs in the Actions.

1.36. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as **Exhibit B** to this Agreement and incorporated by reference into this Agreement.

1.37. "Released Class Claims" means any and all claims that occurred during the Class Period under state, federal, or local law, whether statutory or common law, that were pleaded or reasonably could have been pleaded based on the facts alleged in the Operative Complaint in connection with the Actions, including (1) failure to pay minimum wages and for all hours worked; (2) failure to pay wages and overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay reporting time pay; (6) failure to pay for on-call time; (7) failure to provide one day's rest from seven; (8) failure to provide accurate and compliant wage statements; (9) unlawful deductions from wages; (10) failure to timely pay all wages due during employment; (11) failure to timely pay all wages due at termination; (12) failure to maintain required payroll records; (13) failure to produce requested records; (14) failure to reimburse necessary business expenses; and (15) unfair and unlawful business practices.

1.38. "Released PAGA Claims" means all claims for civil penalties pursuant to PAGA that occurred during the PAGA Period based on the facts alleged in the PAGA Notices, including Labor Code sections 201-204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699.3, 2699.5, 2802, 2810.5, 2926, 2927, and the applicable IWC Wage Order.

1.39. "Released Parties" means Defendant and their present and former parent companies, subsidiaries, divisions, clients where Class Members and/or Aggrieved Employees

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were staffed, assigned, and/or worked, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims, and Defendant's Counsel.

1.40. "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.

1.41. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notices to Class Members and Aggrieved Employees and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline.

1.42. "Settlement" means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.

1.43. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. Excluded are weeks covered by the settlement in the action entitled *Marcello Ibarra v. Airbus DS Communications, Inc.*, Riverside County Superior Court Case No. RIC1722478 for the time period prior to December 15, 2022.

2. RECITALS

2.1. On December 18, 2023, Plaintiff Norman L. Jackson Jr. ("Jackson") filed a Class Action Complaint against Motorola Solutions, Inc. ("Defendant" or "Motorola") in the Superior Court of California, County of Santa Clara, Case No. 23CV427798. On February 20, 2024, Jackson filed a First Amended Class Action Complaint adding a claim for penalties under PAGA. ("Jackson Action.")

2.2. On April 26, 2024, Plaintiff Kirstie Deveaux ("Deveaux") filed a class action complaint against Motorola in the Superior Court of California, County of Los Angeles, Case No. 24STCV10634. ("Deveaux Class Action.") On July 1, 2024, Deveaux filed a PAGA representative action complaint against Motorola in the Los Angeles Superior Court, Case No. 24STCV16418. ("Deveaux PAGA Action.") The Deveaux PAGA Action has been related to the Deveaux Class Action.

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2.3. On February 13, 2025, the Parties participated in an all-day mediation presided over by Steven J. Serratore of Serratore Law, A.P.C., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.4. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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. On June 6, 2025, the Parties filed a Stipulation for Leave to File a Second Amended Complaint in the Jackson Action. The Second Amended Complaint adds Deveaux as a named Plaintiff, claims and causes of action alleged in the Deveaux Class Action and Deveaux PAGA Action and all claims and allegations outlined in the PAGA Notices for purposes of the Settlement only, and without Defendant's waiver of any defenses to same in the event that the Settlement is not approved. The Second Amended Complaint is the operative complaint in the Actions (the "Operative Complaint").

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of the Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

2.8. The Parties, Class Counsel and Defense Counsel represent that they are aware of the following pending matters or actions asserting claims that will be extinguished or affected by the Settlement: (1) *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Case No.

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24STCV10634 (class action initiated on April 26, 2024) and (2) *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Case No. 24STCV16418 (PAGA initiated on July 1, 2024), both pending in the Superior Court of California, County of Los Angeles.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $2,235,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Agreement, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant 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 Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order.

(a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $5,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be $745,000, and a Class Counsel Litigation Expenses Payment for reimbursement of actual expenses incurred in the Actions, which is currently estimated not to exceed $50,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts.

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Plaintiffs and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of the Class Counsel Fees Payment shall be made as follows: 80% to D.Law and 20% to Blackstone in accordance with their agreement, to be paid as approved by the Court. Payment of a Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

(c) To the Administrator: An Administration Expenses Payment not to exceed $7,950.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $7,950.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000 to be paid from the Gross Settlement Amount, with 75% ($37,500) allocated to the LWDA PAGA Payment and 25% ($12,500) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. 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.

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(e) 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.

i. 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. Of each Participating Class Member's Individual Class Payment, 40% will be allocated to the settlement of alleged unpaid interest, and 40% will be allocated to the settlement of alleged unpaid civil and statutory penalties and other non-wage remedies (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.

ii. 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.

4. SETTLEMENT FUNDING

4.1. Class Workweeks. In advance of mediation on February 13, 2025, based on its records, Defendant estimated that the Class consisted of 429 Class Members who collectively worked a total of approximately 53,000 Workweeks.

4.2. Class Data. Not later than twenty-one (21) days after the Court grants preliminary approval of the Settlement, Defendant will 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 the 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. Defendant 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 Defendant 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.

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4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within fourteen (14) days after Defendant 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 Payments.

5.2. 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 "void date", which is one hundred and eighty (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 Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred and twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (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

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original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled within 180 days of payment, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected the Katherine and George Community Law Center as the Cy Pres Recipient, subject to Court approval. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. In addition to the release by Participating Class Members (of which Plaintiffs will be a member), Plaintiffs also release, and discharge Released Parties from all claims, transactions, or occurrences related to their employment with Defendant, including the cessation of their employment, up to the date of Plaintiffs' execution of this Agreement ("Plaintiffs' Release"). The Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. The Plaintiff's Release also does not extend to the claims alleged in Plaintiff Jackson's separate individual lawsuit against Defendant, which were released through a separate agreement. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of the Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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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.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA 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 the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs are to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Plaintiffs' Responsibilities. Plaintiffs 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, subd. (f)(2)); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations,

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Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and the details of those other pending matters or actions, if any.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than forty-five (45) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.

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8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. 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.

8.4. Notice to Class Members.

(a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

(b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

(d) The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (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 representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full 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.

(b) 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. 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 shall make the initial decision regarding the validity of a Request for Exclusion, but the Court may review any decision made by the Administrator.

(c) 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' release under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) 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

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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 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of 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 and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges. The Administrator shall make the initial decision regarding any challenges to calculation of Workweeks and/or PAGA Pay Periods, but the Court may review any decision made by the Administrator.

8.7. Objections to Settlement.

(a) 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 Payments.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal 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 the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for

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Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. 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.

(a) 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 Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order 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.

(b) Request 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 seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from the Settlement submitted (whether valid or invalid).

(c) Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods subject to the Court's review.

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

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(e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of 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 seven (7) 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. In advance of mediation on February 13, 2025, based on a review of its records to date, Defendant estimated there were a total of approximately 53,000 Workweeks since the start of the Class Period. In the event the total number of Workweeks worked by the Class Members during the Class Period as represented in the Class Data exceeds 53,000 by more than 10% (i.e., if the actual Workweeks are greater than 58,300), then the Gross Settlement Amount shall be increased proportionately for each additional Workweek above 58,300, or Defendant can choose to end the Class Period and PAGA Period as of the day before accrual of 58,300 Workweeks without an increase in the Gross Settlement Amount, at Defendant's sole discretion. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

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10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all of the Administrator's expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after the expiration of the Response Deadline. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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11.4. Waiver of the 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 Agreement, 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.

11.5. 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 an equal basis, any additional Administrator's expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant preliminary approval, final approval or enter Judgment pursuant to this Agreement, Defendant

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reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.

13.4. 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.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

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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.

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

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by a Party in this Agreement.

13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

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13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant.

13.15. 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.

13.16. 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.

13.17. 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 Plaintiffs and the Class:

Marta Manus
m.manus@d.law
Alvin B. Lindsay
a.lindsay@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Alexandra Rose
arose@blackstonepc.com
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

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To Defendant:

Karin M. Cogbill
Karin.cogbill@jacksonlewis.com
Isabella L. Shin
Isabella.shin@jacksonlewis.com
Veena Bhatia
Veena.bhatia@jacksonlewis.com
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290

13.18. 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.

13.19. 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, upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on February 13, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 9/29/2025

PLAINTIFF NORMAN L. JACKSON JR.

Signed by:
0E956E8094C5460...

Norman L. Jackson Jr.

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Dated: 10/08/2025

PLAINTIFF KIRSTIE DEVEAUX

Kirstie Deveaux

Kirstie Deveaux

Dated: 10/14/2025

DEFENDANT MOTOROLA SOLUTIONS, INC.

By: Christine Perochena

Christine Perochena Corporate Vice President

Dated: 9/29/25

D.LAW, INC.

Marta Manus
Enoch J. Kim
Alvin B. Lindsay
Attorneys for Plaintiff Norman L. Jackson Jr., on behalf of himself and all others similarly situated, and on behalf of the State of California

Dated: October 9, 2025

BLACKSTONE LAW, APC

Alexandra Rose
Attorneys for Plaintiff Kirstie Deveaux, on behalf of herself and all others similarly situated, and on behalf of the State of California

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Dated: October 14, 2025

JACKSON LEWIS P.C.

Karin M. Cogbill
Isabella L. Shin
Veena Bhatia
Attorneys for Defendant Motorola Solutions, Inc.

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EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

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Norman L. Jackson, et al. v. Motorola Solutions, Inc.
Santa Clara County Superior Court ("Court") Case No. 23CV427798

A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL ("Notice")

To: All persons who are or were employed by Motorola Solutions, Inc. ("Defendant" or "Motorola") as hourly paid, non-exempt employees in the State of California at any time during December 18, 2019, through April 29, 2025 ("Class Period").

YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS ACTION AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a Settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, if the Court grants final approval of the Settlement. *You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.*
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the Class portion of the Settlement, you may exclude yourself (opt out) from the Class portion of the Settlement. If you exclude yourself from the Class portion of the Settlement, you will not receive an Individual Class Payment (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in the Lawsuit. However, even if you exclude yourself from the Class portion of the Settlement, you will still receive your Individual PAGA Payment from the PAGA portion of the Settlement if eligible and be bound by it as further explained below.
OBJECT	Write to the Settlement Administrator if you think the Settlement is not fair or you can appear at a hearing to explain to the Court why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANYONE FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

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BACKGROUND ON THE LAWSUIT

1. Why did I get this notice?

You received this notice because Defendant's records identify you as someone who worked for Motorola Solutions, Inc. in California as an hourly paid, non-exempt hourly employee at any time from December 18, 2019, through April 29, 2025, making you a "Class Member" during the "Class Period." The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant in California as a non-exempt hourly employee at any time from December 18, 2022, through April 29, 2025 ("PAGA Period").

The purpose of this Notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court has already preliminarily approved the proposed Settlement and directed that you receive this Notice. The Court will hold a final approval hearing (details provided below) to determine whether to finally approve the Settlement.

2. What is this Class and PAGA Lawsuit about?

On December 18, 2023, Plaintiff Norman L. Jackson ("Jackson") filed a Class Action Complaint against Motorola in the Superior Court of California, County of Santa Clara, Case No. 23CV427798. On February 20, 2024, Jackson filed a First Amended Class Action Complaint adding a claim for penalties under PAGA ("Jackson Class Action"). On April 26, 2024, Plaintiff Kirstie Deveaux ("Deveaux") filed a class action complaint against Motorola in the Superior Court of California, County of Los Angeles, Case No. 24STCV10634 ("Deveaux Class Action"). On July 1, 2024, Deveaux filed a PAGA representative action complaint against Motorola in the Los Angeles Superior Court, Case No. 24STCV16418 ("Deveaux PAGA Action"). On June 6, 2025, Plaintiffs filed a Second Amended Class Action Complaint in the Jackson Action, which consolidated the claims in the Jackson Class Action, the Deveaux Class Action, and the Deveaux PAGA Action. The Second Amended Class Action Complaint is the operative complaint in the Actions (the "Operative Complaint").

The Operative Complaint alleges claims against Defendant for: (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code §510; (3) Meal Period Liability Labor Code §§512 and 226.7; (4) Rest-Break Liability Labor Code §226.7; (5) Failure to Pay Reporting 8 CCR § 11040(5); (6) Failure to Pay for On-Call Time Under Labor Code §§204, 510, 1194; (7) Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552; (8) Violation of Labor Code § 226; (9) Violation of Labor Code § 221; (10) Violation of Labor Code § 204; (11) Violation of Labor Code § 203; (12) Failure to Maintain Records Required Under Labor Code Violation of Labor Code § Violation of Labor Code § 1174, 1174.5; (13) Failure to Produce Requested Employment Records Under Labor Code Violation of Labor Code § Violation of Labor Code § 226, 1198.5; (14) Failure to Reimburse Necessary Business Expenses Under Labor Code Violation of Labor Code § Violation of Labor Code § 2800 and 2802; (15) Violation of Business & Professions Code §17200 *et seq*.; and (16) Penalties under PAGA, Labor Code § 2698 (the "Lawsuit").

Plaintiffs' class action and representative claims are on behalf of all current and former hourly paid, non-exempt hourly employees who worked for Defendant in California during the Class Period. Collectively, Plaintiffs and Defendant are referred to as the "Parties."

Defendant denies all allegations in the Lawsuit and contends that it has fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

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On February 13, 2025, through arms-length negotiations with an experienced wage and hour mediator, Steven J. Serratore, the Parties settled the Lawsuit ("Settlement") subject to Court approval. The Settlement is memorialized in a "Class Action and PAGA Settlement Agreement" ("Agreement").

3. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendant or made any decision as to whether this case could proceed on a class or representative basis. Instead, with the assistance of an experienced and neutral mediator, the Parties successfully negotiated the Settlement to resolve the Lawsuit rather than continue the expensive and time-consuming process of litigation.

Plaintiffs and their attorneys strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees.

4. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class ("Class Counsel")

Counsel for Plaintiff Norman L. Jackson:
Emil Davtyan, Esq.
David Yeremian, Esq.
Alvin Lindsay, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 North Brand, Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Counsel for Plaintiff Kirstie Deveaux:
Jonathan M. Genish, Esq.
Miriam L. Schimmel, Esq.
Joana Fang, Esq.
Alexandra Rose, Esq.
Jared C. Osborne, Esq.
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Fax: (855) 786-6356

Counsel for Defendant Motorola Solutions, Inc.:

Karin M. Cogbill, Esq.
Isabella Shin, Esq.
Veena Bhatia, Esq.
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Fax: (408) 454-0290

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THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of $2,235,000.00 (the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for attorneys' fees of $745,000.00 and actual litigation costs, not to exceed $50,000.00; a payment of up to $5,000.00 to each named Plaintiff for their time and efforts to initiate and prosecute the Lawsuit ("Class Representative Service Payments"); $37,500.00 to the California Labor Workforce Development Agency ("LWDA") out of $50,000.00 allocated to PAGA penalties ("PAGA Penalties"); $12,500.00 in Individual PAGA Payments to the Aggrieved Employees based on the number of pay periods worked during the PAGA Period ("PAGA Pay Periods"); and payment not to exceed [$XXXXX] to [NAME] ("Administrator") for settlement administration expenses ("Administration Expenses Payment"). The exact amount of the attorneys' fees, litigation costs, Class Representative Service Payments, and Administration Expenses Payment will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount ("Net Settlement Amount") is currently estimated to be approximately **[$XXXXXXX].** The Net Settlement Amount will be apportioned and paid out to Class Members who do not opt out from the Settlement ("Participating Class Members") as individual payments based on the number of Workweeks worked during the Class Period ("Individual Class Payments").

Distribution of the Individual Class Payments and Individual PAGA Payments shall be paid by the Administrator within 14 days following the receipt of the entire Gross Settlement Amount from Defendant.

6. How will the Individual Class Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Class Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required**. Class Members who opt out of the class portion of the Settlement will not receive an Individual Class Payment and will not be bound by the class portion of the Settlement.

Each Participating Class Member's Individual Class Payment will be a pro-rata share of the Net Settlement Amount based on the number of workweeks worked during the Class Period ("Workweeks"). The Administrator will calculate the total Workweeks for all Participating Class Members. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the pro-rata share of the Net Settlement Amount that each Participating Class Member would be entitled to.

All Individual Class Payments to Participating Class Members shall be allocated as follows for tax purposes: 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 40% of each Participating Class Member's Individual Class Payment will be allocated to interest and the remaining 40% allocated to penalties (the "Non-Wage Portion"). The Non-Wage Portion is 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.

Your total estimated Workweeks is _____. Based on that, your anticipated approximate Individual Class Payment is _____.

7. How will the PAGA Penalties be allocated to the LWDA and Aggrieved Employees?

The Parties will ask the Court to approve $50,000.00 in PAGA Penalties for claims of civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties, or $37,500.00, will be paid to the LWDA

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("LWDA PAGA Payment"). The remaining 25% of the PAGA Penalties, or $12,500.00, will be paid to Aggrieved Employees ("Individual PAGA Payment").

No claim form is required to receive an Individual PAGA Payment. Because Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, Aggrieved Employees will receive an Individual PAGA Payment and be bound by the PAGA portion of the Settlement even if they opt out of the Class portion of the Settlement.

Each Aggrieved Employee's Individual PAGA Payment will be a pro-rata share of the 25% ($12,500.00) of the PAGA Penalties to be distributed to Aggrieved Employees. Individual PAGA Payments will be based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period as a proportion of all PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated PAGA Pay Periods are _____. Based on that, your anticipated Individual PAGA Payment is _____.

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment (if any) after the Court's approval of the Settlement becomes final. You must notify the Administrator of any change in your name, mailing address, and/or telephone number if the information shown on this is not correct.

It is your responsibility to keep the Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you. You can contact the Administrator by U.S. Mail, email, or phone at _____ if you need to update contact information.

9. What do I do if I believe my Workweeks and/or PAGA Pay Periods are incorrect?

If you believe the Workweeks and/or PAGA Pay Periods above are not correct, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before _____, 2025 [*60 days within mailing of Notice*]. You should include any documents or other information which supports what you believe to be the number of Workweeks and/or PAGA Pay Periods you worked. The Settlement Administrator will resolve any dispute regarding these issues based on Defendant's records and any information you provide.

10. When can I expect to receive a settlement check?

Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 14 days after the Administrator receives the funds from the Defendant (due 21 days after the Effective Date). The "Effective Date" means the date 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.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the Court-approved nonprofit organization. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately.

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WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

11. What am I giving up to get an Individual Settlement Payment?

If the Court approves the Settlement and unless you exclude yourself from the Class portion of the Settlement, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the claims being resolved in the Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that occurred during the Class Period under state, federal, or local law, whether statutory or common law, that were pleaded or reasonably could have been pleaded based on the facts alleged in the Operative Complaint in connection with the Actions, including (1) failure to pay minimum wages and for all hours worked; (2) failure to pay wages and overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay reporting time pay; (6) failure to pay for on-call time; (7) failure to provide one day's rest from seven; (8) failure to provide accurate and compliant wage statements; (9) unlawful deductions from wages; (10) failure to timely pay all wages due during employment; (11) failure to timely pay all wages due at termination; (12) failure to maintain required payroll records; (13) failure to produce requested records; (14) failure to reimburse necessary business expenses; and (15) unfair and unlawful business practices ("Released Class Claims").

12. What PAGA Claims are released by the Settlement?

Release by Aggrieved Employees: All Aggrieved Employees and the LWDA 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 civil penalties pursuant to PAGA that occurred during the PAGA Period based on the facts alleged in the notices submitted to the LWDA by Jackson and Deveaux, including Labor Code sections 201-204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699.3, 2699.5, 2802, 2810.5, 2926, 2927, and the applicable IWC Wage Order ("Released PAGA Claims").

"Released Parties" means Defendant and their present and former parent companies, subsidiaries, divisions, clients where Class Members and/or Aggrieved Employees were staffed, assigned, and/or worked, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims, and Defendant's Counsel.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. How do I opt out of the Class portion of the Settlement?

If you wish to pursue your own separate lawsuit against Defendant for the Class claims asserted in the Lawsuit, or if you otherwise wish not to participate in the Class portion of the Settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the Class portion of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class portion of the Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

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To opt out of the Class portion of the Settlement and the release of Released Class Claims, you must provide a signed and dated letter to the Administrator requesting to be excluded. The letter must include the case name, case number (located at the top of this Notice), your full name, and a statement that you request exclusion from the Class and do not wish to participate in the Settlement. The letter should be signed by you and faxed, emailed, or postmarked on or before _____, 2025 [*60 days within mailing of Notice*]. Opt-out requests faxed, emailed, or postmarked after the deadline will be invalid.

Administrator: NAME
Email Address:
Mailing Address:
Telephone:
Fax Number:

14. If I don't exclude myself from the Class portion of the Settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being released by the Class portion of the Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately. You may need to exclude yourself from the Class portion of the Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you are a Participating Class Member and don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections must be faxed, emailed, or mailed to the Administrator by _____, 2025 [*60 days within mailing of Notice*].

The written objection should state your name and address and describe all reasons for objecting to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement and Agreement will be approved and you will receive your Individual Class Payment. If you do not submit a written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

Class Members who opt out from the Class portion of the Settlement have no right to object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a "Final Approval Hearing" in Department 7 of the Santa Clara County Superior Court located at 191 N First Street, San Jose, CA 95113 on _____ 2025, at ___. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payments, and the Administration Expense Payment.

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The Court may reschedule the Final Approval Hearing without further notice to Class Members. You can also check the Court's docket in this case, which will have the most up to date information about the case, by visiting the Court's websites at www.scefiling.org and www.scscourt.org.

17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it but you may. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

18. Whom may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Administrator, [NAME], using its contact information provided above.

You may also visit [insert website URL] to review important case notices and documents.

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

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EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd, Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Norman L. Jackson Jr.
on behalf of himself and all others similarly situated

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Facsimile: (855) 786-6356

Attorneys for Plaintiff Kirstie Deveaux
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

NORMAN L. JACKSON JR., an individual, KIRSTIE DEVEAUX, an individual on behalf of themselves and others similarly situated, Plaintiffs, vs. MOTOROLA SOLUTIONS, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 23CV427798 CLASS ACTION Assigned for All Purposes To: Hon. Charles F. Adams Dept.: 7 **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Date: Time:

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Dept.: 7

Original Complaint: December 18, 2023
First Amended Complaint: February 20, 2024
Second Amended Complaint: June 6, 2025

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[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

Plaintiffs Norman L. Jackson and Kirstie Deveaux ("Plaintiffs"), on behalf of themselves and other similarly situated employees of Defendant Motorola Solutions, Inc. ("Defendant") (collectively, "the Parties"), filed an unopposed Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). The Motion was set for hearing on _____at _____ in Department 7 of the Santa Clara County Superior Court located at 191 N First Street, San Jose, CA, 95113, and Defendant does not oppose it. The Court has considered the Settlement Agreement, the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") which is attached as **Exhibit [X]** to the Declaration of _____, the submissions of counsel, and all other papers filed in this litigation.

This Order hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

1. The Court finds on a preliminary basis that the proposed Settlement falls within the range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for preliminary approval, subject only to any objections that may be raised before or at the Final Approval Hearing. It appears to the Court that the Settlement's terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive investigation and research have been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time would avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It appears the Settlement has been reached as a result of intensive, arm's-length negotiations utilizing an

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experienced third-party neutral.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq*. are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class:

"All persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period (December 18, 2019, through April 29, 2025)."

3. The Court further finds that the moving papers presented for the Court's review set forth a plan to provide proper notice to the Class of the terms of the Settlement and the options available to the Class, including the ability of the Class Members to opt-out or submit a Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or receive any Individual Class Payment under it (except to the extent a Class Member is an Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT**:

4. Participating Class Members are defined as all Class Members who do not submit a valid and timely Request for Exclusion to the Administrator. Should the Settlement not be finally approved, this Order will be rendered null and void and will be vacated, and the fact that the Parties were willing to stipulate to class certification as part of the Settlement will have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context. Should the Settlement not become final, the Parties will revert to their respective positions prior to notifying the Court of the Settlement of the Action.

5. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court. The preliminary

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approval of the class action settlement includes the approval for purposes of the Settlement of Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus and the other attorneys of D.Law, Inc. and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel, Plaintiffs Norman L. Jackson and Kirstie Deveaux as Class Representatives, and ILYM Group, Inc. as the Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by or which may be given pursuant to the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement. The Administrator is authorized to perform such acts as set forth in this Order and the Settlement Agreement.

6. The Court approves the Parties' allocation of $50,000.00 to settle claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code § 2699(i), 75% of this amount, or $37,500.00, will be paid to the California Labor & Workforce Development Agency, and the remaining 25%, or $12,500.00, will be paid to the Aggrieved Employees.

7. The Class Notice advises the Class of the material terms and provisions of the Settlement, the procedure for approval thereof, and their rights with respect thereto, and is approved as to form and content. The Court approves the procedures set forth in the Settlement Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth in the Class Notice.

8. The Class Notice will be sent by first-class mail to the Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and distribution of the Class Notice, and the other dates as set forth below, meet the requirements of due process and provide the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto:

a. Deadline for Defendant to provide the Class Data to the Administrator and related information in the form of a Microsoft Excel spreadsheet: no later than twenty-one (21) calendar days after the Court grants preliminary approval of the Settlement.

b. Deadline for the Administrator to mail the Class Notice by first-class regular U.S.

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mail: no later than fourteen (14) calendar days after receipt of the Class Data from Defendant.

c. Deadline for Class Members to submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods to the Administrator: sixty (60) calendar days after the mailing of the Class Notice.

d. Deadline for Administrator to remail Class Notices when any Class Notice is returned as non-delivered on or before the Response Deadline: within seven (7) calendar days of determining that a Class Notice was undeliverable.

e. Deadline for Class Members who receive a re-mailed Class Notice to submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Period: extended fourteen (14) calendar days from the original Response Deadline.

f. Deadline for Class Counsel to file a Motion for Final Approval of the Settlement Agreement: sixteen (16) court days before the hearing on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards.

g. Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and Representative Service Awards within Motion for Final Approval: sixteen (16) court days before the Final Settlement Fairness Hearing and hearing on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards.

9. A Final Approval and Settlement Fairness Hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, the Class Representative Service Awards and Settlement Administration costs should be approved as fair, reasonable, and adequate as to the Class and whether the Settlement should be given final approval is scheduled on: _____, 2026 at _____ __.m. At the final approval hearing, Participating Class Members may be heard orally in support of the Settlement, or in opposition to the Settlement in the event there are objectors.

10. The Court reserves the right to adjourn or continue the date of the Settlement Fairness and Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to the Class and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

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11. The Settlement Agreement will not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the rights of Defendant to oppose certification of a class in this action should the proposed Settlement not be granted final approval.

12. All further proceedings in this action are stayed except such proceedings necessary to review, approve, and implement this Settlement.

13. The Court finds that all required notifications and submissions to the California Labor and Workforce Development Agency about the Settlement Agreement and Motion have been made by Plaintiffs in the time and manner specified under the PAGA.

IT IS SO ORDERED.

Dated:_____

_____
Hon. Charles F. Adams
Judge of the Superior Court

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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd, Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Norman L. Jackson Jr.
on behalf of himself and all others similarly situated

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Facsimile: (855) 786-6356

Attorneys for Plaintiff Kirstie Deveaux
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

NORMAN L. JACKSON JR., an individual, KIRSTIE DEVEAUX, an individual on behalf of themselves and others similarly situated, Plaintiffs, vs. MOTOROLA SOLUTIONS, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 23CV427798 CLASS ACTION Assigned for All Purposes To: Hon. Charles F. Adams Dept.: 7 **[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND JUDGMENT** Date: Time: Dept.: 7

Docusign Envelope ID: 9F372F57-A302-4128-9E0B-77FAA40284C4

	Original Complaint: December 18, 2023 First Amended Complaint: February 20, 2024 Second Amended Complaint: June 6, 2025

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ORDER

The Motion for Final Order Approving the Class Action and PAGA Settlement Agreement and Judgment (the "Final Approval Motion") and the Motion for Attorneys' Fees and Costs were concurrently heard on _____, in Department 7, of the above-entitled court. The Final Approval Motion was unopposed by Defendant MOTOROLA SOLUTIONS, INC. ("Defendant"). Having considered the Final Approval Motion, the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), the Motion for Attorneys' Fees and Costs, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all Parties in good faith, and the Settlement Agreement is approved.

Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed, and proceedings had herein, and having reviewed the record in this litigation, and good cause appearing, **IT IS HEREBY ORDERED, JUDGED, AND DECREED AS FOLLOWS:**

All terms used in this Final Approval Order and Judgment shall have the same meanings given as those terms are used and/or defined in the Parties' Settlement Agreement.

The Court has jurisdiction over the subject matter.

The Court is satisfied that ILYM Group, Inc. which functioned as the Settlement Administrator, completed the distribution of the Class Notices to the Class Members in a manner that comports with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law, and constitutes the best notice practicable under the circumstances. The Class Notice distributed by the Administrator to the Class Members informed the Class Members of the Settlement terms, their rights to do nothing and receive their Individual Class Payment and/or Individual PAGA Payment, their rights to submit a Request for Exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures. Based on evidence and other material

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submitted, the actual notice to the Class was adequate.

The Court finds that the instant action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

__ Class Members submitted a Request for Exclusion.

__ Class Members submitted an objection.

The Court approves the settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as being entered into in good faith, fair, just, reasonable, and adequate as to the settling Parties, the Class and all interested. The Court finds that the Settlement is the result of arms-length negotiations conducted after Class Counsel had adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

The settlement of class-action related claims and settlement of claims under the Private Attorney General Act ("PAGA") set forth in the Settlement Agreement between Plaintiffs and Defendant is approved as proper and within the range of a fair, reasonable and adequate settlement, including pursuant to the requirements of Labor Code section 2699.3(b)(4).

The settling Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

For settlement purposes only, the Court finally certifies the Class as defined in the Settlement Agreement and as follows:

> **All persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period (i.e. December 18, 2019, through April 29, 2025).**

The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement. The Court also finds and concludes that solely for the purpose of effectuating the Settlement: (a) the Class Members are ascertainable and so numerous that joiner of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among

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the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel are qualified to serve as counsel for the Class Representatives in their individual and representative capacity and for the Class.

The Court appoints named Plaintiffs Norman L. Jackson Jr. and Kirstie Deveaux as Class Representatives.

The Court finds Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc., and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC to be adequate Class Counsel.

Upon the date Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and in accordance with the Settlement Agreement, the Class Representatives and each of the Participating Class Members and Aggrieved Employees and LWDA shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Class Claims and Released PAGA Claims, as defined in the Settlement Agreement. Upon the date Defendant fully funds the Gross Settlement Amount, all Participating Class Members, Aggrieved Employees, and the LWDA shall be and are hereby permanently barred and enjoined from the institution or prosecution of any and all of the Released Class Claims and Released PAGA Claims as provided by the terms of the Settlement.

Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the Participating Class Members' Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant or any of the

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other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

The Gross Settlement Amount to be funded under the Settlement Agreement is $2,235,000.00. From this amount, Class Counsel sought an award of attorneys' fees of $745,000.00 (1/3 of the Gross Settlement Amount), litigation expenses of $___, service awards to the Class Representatives Norman L. Jackson ($5,000.00) and Kristie Deveaux ($5,000.00); and administration costs on behalf of _____ of $_____. Defendant did not oppose these requests.

The Court finds that the Gross Settlement Amount is fair, reasonable, adequate, and awards the payments set forth below from the Gross Settlement Amount to be funded. The Court approves and orders the following amounts be paid according to the terms of the Settlement Agreement:

a. $745,000.00 to Class Counsel for attorneys' fees;

b. $_____ to Class Counsel for litigation costs/expense reimbursements;

c. $5,000.00 each to Class Representatives Norman L. Jackson and Kristie Deveaux as service awards;

d. $7,950.00 to the Settlement Administrator ILYM Group, Inc. and

e. PAGA Penalties of $50,000.00, with 75% or $37,500.00 in PAGA penalties paid to the LWDA and 25% or $12,500.00 allocated to the Individual PAGA Payments.

f. After deducting the foregoing payments from the Gross Settlement Amount to be funded, the remainder of $_____ shall form the Net Settlement Amount payable to the Participating Class Members and shall be distributed as set forth in and in accordance with the Settlement Agreement and as calculated by the Administrator.

The Court approves the Settlement pursuant to the PAGA, including Labor Code section 2699(l)(2) and orders that the PAGA Penalties be distributed according to the Settlement Agreement.

The Court finds that distribution of any residual funds to the Katherine and George Alexander Community Law Center complies with the requirements of Code of Civil Procedure section 384.

The Court shall hold a compliance hearing on _____, at _____a.m. in Department 7

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unless the Court decides to amend the judgment via stipulation to facilitate the distribution of funds under Code of Civ. Proc. section 384.

This Judgment is intended to be a final disposition of the class action and representative claims in the above-captioned action.

This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

Dated:_____

_____
Hon. Charles F. Adams
Judge of the Superior Court