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Attorneys for Plaintiff and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BENJERMINE MCATEE, on behalf of himself and all others similarly situated,

Plaintiff,

v.

NISSAN NORTH AMERICA, INC., a Tennessee Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV000492

Assigned to the Hon. Jill H. Talley

DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

HEARING INFO

Date: November 6, 2026
Time: 9:00 a.m.
Dept.: 8A

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiff Benjermine McAtee and the Settlement Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts based on my personal knowledge.

Class Counsel Are Experienced Class Litigators

2. I graduated with a Bachelor of Arts degree in Political Science from the University of California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012 and became a member of the California State Bar in December 2012.

3. Before beginning my legal career, I served as a judicial extern for the Honorable Justice Fred Woods of the Second District Court of Appeal, Division Seven. I also served as an appellate law clerk at Greines, Martin, Stein & Richland LLP.

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the Central District of California, Eastern District of California, and Southern District of California, and have litigated class action and Private Attorneys General Act ("PAGA") representative action cases in various courts in California.

5. I have handled approximately 300 employment litigation matters during my thirteen years in practice. Over the last seven years, my practice has exclusively represented employees, most of whom were in class action and representative action wage and hour matters. Various courts have appointed me as class counsel, and I have received final court approval and judgment in numerous class actions. I anticipate receiving final approval in many more in the future.

6. As part of these settlements and judgments, I have recovered at least 50 million dollars in damages for my clients and the class members (who often work as essential workers, nurses, technicians, warehouse workers, truck drivers, sales, and countless other trades).

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 through 2026. This distinction is reserved for the top 2.5% of lawyers in the practice area. TopVerdicts.com has also recognized me for achieving several of the top wage-and-hour class-action settlements and PAGA actions in California.

8. I have attended numerous Continuing Legal Education courses on employee advocacy.

9. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

10. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour class actions.

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

12. In my opinion, the recovery for each Settlement Class Member is within an acceptable range in light of the claims and litigation risks. The Settlement provides monetary relief without the uncertainty and delay of further litigation. CPT reports no written objections or requests for exclusion as of its declaration and will provide supplemental reporting on any updates and the completion of applicable response periods. Based on these considerations, I believe the Settlement is in the best interests of the Class.

13. The parties negotiated at arm's length with experienced mediators, and Class Counsel investigated and analyzed the claims and defenses. The monetary recovery, litigation risks, and absence of written objections received to date support final approval, subject to completion of all applicable response periods. In my opinion, the Settlement is fair, adequate, and reasonable.

The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable

14. Plaintiff and Class Counsel request that the Court finally approve a Class Representative Service Payment of $10,000 for the time, effort, and risks he undertook in participating in this Action. Because a named plaintiff is an essential ingredient of any class action, a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. In deciding the amount of service payment for a class representative, relevant factors include the actions the plaintiff has taken to protect the interests of the settlement class, the degree to which the settlement class has benefited from those actions, and the amount of time and effort the plaintiff expended in pursuing the action.

15. In the instant case, Plaintiff assisted Class Counsel on many occasions with investigating and prosecuting this action. Plaintiff provided many documents and relevant information to Class Counsel, spent numerous hours educating Class Counsel on the inner workings of Defendant's operations and timekeeping practices, and made himself available for mediation. The amount sought for the Class Representative aligns with service payments in similar wage-and-hour class actions. In Class Counsel's experience, service payments in wage and hour actions typically range from $5,000 to $40,000. Further, Defendant supports the requested Class Representative Service Payment of $10,000 to Plaintiff.

16. As such, the service payment requested is intended to compensate Plaintiff for his critical role in this case and the substantial time, effort, and risks he undertook to help secure the result obtained on behalf of the Settlement Class. The Class Representative Service Payment requested is well-deserved and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

17. Class Counsel requests Attorneys' Fees of $233,333.33, or one-third of the Gross Settlement Amount. A one-third fee is consistent with awards approved in comparable California common-fund cases, subject to the Court's assessment of reasonableness. The results obtained, work performed, contingency risk, and lodestar cross-check support the request.

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. The prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant existed. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of $233,333.33 and costs incurred in the amount of $29,736.75.

19. Class Counsel have incurred and reasonably anticipate incurring a combined total of 247 hours through completion of settlement administration. My 128.5 hours include 108.5 hours incurred and 20 hours reasonably anticipated for final approval and post-approval administration, as described in the accompanying footnote. Joshua Falakassa's total is 118.5 hours, including incurred and reasonably anticipated work as detailed in his declaration. At each attorney's customary hourly rate of $750, the combined lodestar is $185,250. The requested fee of $233,333.33 represents a multiplier of approximately 1.26. These hourly rates are consistent with prevailing market rates for attorneys with comparable experience handling complex wage-and-hour class and PAGA litigation.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	14 years	$750	128.5[1]	$96,375
Joshua Falakassa	13 years	$750	118.5	$88,875
Total Lodestar				$185,250

20. The ultimate result was far from certain. When the firm took on this case on a contingency fee basis, it agreed to assume responsibility for all litigation costs. In the course of

[1] Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 10 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

21. Based on my experience and the circumstances of this case, a one-third award is reasonable. The request is supported by the results achieved, the work performed, the contingent nature of the representation, and the lodestar cross-check.

22. The fee request is supported by the monetary relief secured for the Class and the absence of written objections received as of CPT's declaration, subject to completion of applicable response periods. Defendant does not oppose the request.

23. The following are the itemized litigation costs (actually incurred) for the above-referenced matter:

(1)	LWDA Filing Fee	$75
(2)	Service of Process	$87
(3)	Mediation	$19,234.05
(4)	Filing Fees	$1,963.20
(5)	Expert Fee	$8,377.50
	Total	$29,736.75

24. The LWDA's confirmation of receipt of this settlement is attached hereto as **Exhibit "A."**

25. A true and correct copy of the Settlement Agreement is attached as **Exhibit "B**."

26. Plaintiff and the Class Members are current and former nonexempt employees at Defendant's Parts Distribution Centers ("PDCs") in California during the period January 12, 2020, through December 26, 2025. The disputed claims include minimum and overtime wages, regular-rate calculations, meal and rest periods, sick wages, vested vacation wages, wage statements, timely payment of wages, unfair competition, and related PAGA penalties. The preliminary approval papers estimated a risk-adjusted value of $1,014,509, and the $700,000 Settlement represents approximately 69% of that valuation.

27. I continue to believe that the Settlement is reasonable in light of the claims, defenses, and litigation risks previously presented to the Court.

28. The proposed Settlement was the product of arm's length negotiations before experienced class action mediators Hon. Carl J. West (Ret.) and Kelly Knight, Esq.

29. Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

30. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within the range of reasonableness for matters of this nature.

31. As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping and pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiff and Class Counsel investigated the potential claims of similarly situated employees and researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant as to the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods, and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

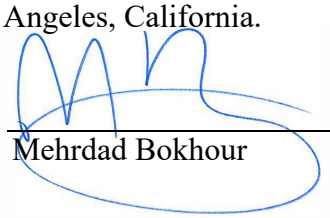
32. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, both parties weighed the potential risks and opportunities, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

33. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on several grounds.

34. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

35. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides that fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 14th day of October 2026, at Los Angeles, California.



Mehrdad Bokhour

EXHIBIT “A”

EXHIBIT “B”

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Benjermine McAtee ("Plaintiff"), individually and on behalf of all others similarly situated, and Defendant Nissan North America, Inc. ("Defendant"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval. The Agreement refers to Plaintiff and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant, captioned *Benjermine McAtee, individually and on behalf of all others similarly situated v. Nissan North America, Inc.*, filed on January 12, 2024, and currently pending in the Superior Court of the State of California, County of Sacramento, Case No. 24CV000492.

1.2 "Administrator" means CPT 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 of the Settlement.

1.4 "Class" means all individuals who are or were employed by Defendant as non-exempt employees at Defendant's Parts Distribution Centers ("PDCs") in the State of California at any time during the Class Period.

1.5 "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

1.6 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.7 "Class Data" means Class Member identifying information in Defendant's possession, including each Class Member's name, last-known mailing address, social security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).

1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available

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sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.11 "Class Period" means the period from January 12, 2020, through December 26, 2025.

1.12 "Class Representative" means BenjermineBenjermine McAtee, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action and in exchange for a general release of claims.

1.14 "Court" means the Superior Court of California, County of Sacramento.

1.15 "Defendant" means the named Defendant, Nissan North America, Inc.

1.16 "Defense Counsel" means Chris Kondon of Shook Hardy & Bacon.

1.17 "Effective Date" means the first business day after all of the following events have occurred: (a) the Settlement Agreement has been executed by all Parties and their respective counsel; (b) the Court has given preliminary approval of the settlement; (c) the Notice has been given to the Settlement Class Members; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement, and (e) the later of the following events: (i) 65 calendar days following notice of entry of the Court's Final Approval Order, assuming no appeal or request for review is filed, or (ii) if any appeal, writ or other appellate proceeding opposing this settlement has been filed within 65 calendar days following notice of entry of the Court's Final Approval Order, then 30 calendar days after when any appeal, writ, or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.18 "Final Approval" means the Court's order granting final approval of the Settlement.

1.19 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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1.20 "Gross Settlement Amount" means $700,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.

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

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

1.23 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.26 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments. In the event that the Court reduces Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administration Expenses Payment, or either increases or decreases the LWDA PAGA Payment, the Net Settlement Amount shall be increased or decreased accordingly.

1.27 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28 "Operative Complaint" means the most recently filed and current version of the complaint in the Action.

1.29 "PAGA Member" means any individual who is or was employed by Defendant as a non-exempt employee at Defendant's PDCs in California at any time during the PAGA Period.

1.30 "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

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1.31 "PAGA Period" means the period from January 12, 2023, through December 26, 2025.

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

1.33 "PAGA Notice" or "PAGA Notices" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members ($5,000) and 75% to the LWDA ($15,000) in settlement of the PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiff" means Benjermine McAtee, the named plaintiff in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released Parties" means Nissan North America, Inc., and each of its past, present, and future parent companies, subsidiaries, affiliates, predecessors and successors, as well as each of their respective past, present, and future owners, officers, directors, employees, managers, shareholders, members, agents, fiduciaries, insurers, company-sponsored employee benefit plans, predecessors, successors, and assigns, both individually and in their official capacities, as well as all persons acting by, through, under, or in concern with any of these persons or entities.

1.42 "Request for Exclusion" means a Class Member's submission of a timely written request to be excluded from the Class Settlement signed by the Class Member pursuant to the terms of this Agreement.

1.43 "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail any dispute of their settlement share calculation; (b) fax, email, or mail Requests for Exclusion from the Settlement, or (c) fax, email, or mail their Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the

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Administrator shall have an additional 14 calendar days after the Response Deadline.

1.44 "Settlement," "Settlement Agreement," and "Agreement" mean the disposition of the Action effected by this Class Action and PAGA Settlement Agreement and Release of Claims, including any attached Exhibits, and the Judgment.

1.45 "Workweek" means any week during which a Class Member worked for Defendant in California for at least one day, during the Class Period.

2. RECITALS.

2.1 On January 12, 2024, Plaintiff filed the Action in Sacramento County Superior Court, asserting individual and putative class claims based on Defendant's alleged: (1) failure to pay overtime wages; (2) failure to pay sick wages; (3) failure to pay all vacation wages; (4) wage statement violations; (5) waiting time penalties; and (7) violation of California's Unfair Competition Law ("UCL"). On March 19, 2024, Plaintiff filed a First Amended Complaint adding a PAGA cause of action. On January 30, 2025, Plaintiff filed a Second Amended Complaint to add claims for failure to pay minimum wages and meal and rest break violations.

2.2 Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA pursuant to Labor Code § 2699.3, subd.(a).

2.3 Defendant denies Plaintiff's allegations in the Operative Complaint and the Action, 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. Defendant further contends that the Action is not suitable for class certification and/or representative treatment.

2.4 On January 26, 2026, the Parties participated in an all-day mediation presided over by Kelly Knight, Esq., which led to this Agreement. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties supervised by a highly experienced class action mediator. This Agreement represents a compromise and settlement of highly disputed claims, and is intended to settle, compromise and discharge the Released Class Claims and Released PAGA Claims against the Released Parties fully, finally, and forever.

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

2.6 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to all Class Members, relevant

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Defendant policies, Plaintiff's time and payroll records, wage statements, and the total number of Class Members and workweeks worked during the Class Period. Plaintiff represents that his investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*")

2.7 The Court has not granted class certification. For settlement purposes only, Defendant will stipulate that the Class Members may be conditionally certified as a settlement class and that the PAGA Members are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its right and declares that it will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and representative treatment and a trial should the Court fail to issue Final Approval.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $700,000.00, and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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 PAGA Members 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. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 To Plaintiff:

3.2.1.1 Class Representative Service Payment to the Class Representative of not more than $10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class

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Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of this payment. In the event the Court reduces or does not approve the requested Class Representative Service Payment, such ruling shall not entitle Plaintiff to revoke the Settlement, and any portion of the Class Representative Service Payment not approved by the Court shall become part of the Net Settlement Amount. In exchange for the Class Representative Service Payment, Plaintiff agrees not to publicize the Settlement beyond what is required or expressly approved by the Court, agrees to respond to any inquiry regarding the Settlement only by referring the inquiry to Class Counsel and saying nothing further.

3.2.1.2 To Class Counsel: A Class Counsel Fees Payment of not more than $233,333.33 (representing one third of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $35,000. Defendant will not oppose requests for these payments, provided that they do not exceed the amounts set forth herein. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and the Class Counsel Expenses Payment using one or more IRS Form 1099s. 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. Class Counsel agrees that any allocation, division,

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and/or distribution of any Court-approved Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment between or among Class Counsel and any other attorney representing or claiming to represent Plaintiff, any other Class Member, and/or any other PAGA Member. Class Counsel agrees to release Defendant and the Released Parties from any responsibility for or liability arising out of or related to the allocation, division, and/or distribution of any Court-approved Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. In the event the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses payment, such ruling shall not entitle Class Counsel to revoke the Settlement. While Class Counsel reserves the right to appeal any reduction by the Court, such appeal will delay Defendant's obligation to make all payments set forth in this Agreement, as any such reduction shall not operate to terminate or cancel this Agreement. The Parties agree that, over and above the total amount of any Court-approved Class Counsel Fees Payment and/or Class Counsel Litigation Expenses, Plaintiff and Defendant shall each bear his/its own fees and costs incurred or arising out of the Action, the negotiation, execution, and/or implementation of this Settlement, and/or the process of obtaining, administering or challenging a Preliminary Approval and/or Final Approval Order. The Parties shall not seek reimbursement of any such fees and/or costs from each other or any of the Released Parties.

3.2.1.3 To the Administrator: An Administrator Expenses Payment not to exceed $6,000 based on the all-in proposal provided by the Administrator, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than $6,000, the Administrator will allocate the remainder to the Net Settlement Amount.

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

3.2.1.5 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Administrator shall provide to Defendant an estimate of the employer's share of payroll taxes within ten (10) days of sending out the Notice. The

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Administrator shall remit the employer payroll taxes due to the appropriate taxing authorities. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholding and will be reported on IRS Form 1099. Each Participating Class Member shall be solely responsible for any taxes, interest, or penalties arising from his or her Individual Class Payment, and neither Defendant nor Class Counsel makes any representations concerning the tax consequences of the settlement.

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

3.2.3 To the LWDA and PAGA Members: PAGA Penalties in the amount of $20,000 will be paid from the Gross Settlement Amount, with 75% ($15,000) allocated to the LWDA PAGA Payment and 25% ($5,000) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 25% share of PAGA Penalties ($5,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, as all such Payments constitute alleged but disputed PAGA penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Pay Periods. Defendant represents that the Settlement Class consists of approximately 136 Class Members who collectively worked approximately 20,384 workweeks during the Class Period. Defendant represents that the PAGA Settlement Class consists of approximately 82 employees who worked approximately 10,025 pay periods during the PAGA Period.

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4.2 Class Data. No 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 a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class members' 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.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information no more than three (3) days after the Effective Date. The Gross Settlement Amount shall be paid 14 days after the Effective Date. Upon Defendant's transfer of the Settlement Amount and its share of employer payroll taxes to the QSF, Defendant, the Released Parties and Defendant's Counsel shall have no further monetary liability or financial responsibility to Class Counsel, Plaintiff, Class Members, PAGA Members, the Administrator, or any vendors or third parties employed by Plaintiff, Class Counsel, and/or the Administrator in connection with the Action. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement.

4.4 Payments from the Gross Settlement Amount. Within seven (7) 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 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (no less than 180 days after the date of mailing) on which the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as

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PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a 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 original check was lost or misplaced, upon the Class Member's request prior to the void date.

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

4.4.4 No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

4.4.5 Without prejudice to any other remedies, the Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Administrator or its agents.

4.4.6 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. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members or PAGA Members may be entitled under any benefit plans.

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5. RELEASES 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, Plaintiff (individually and in his representative capacity), Class Members, PAGA Members, the LWDA, the State of California, and Class Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff. In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of himself and his respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases any and all known and unknown claims that arose on or before the date he signs this agreement against Defendant and the Released Parties ("Plaintiff's Released Claims"). Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law.

With respect to the Plaintiff's Released Claims only, the Parties stipulate and agree that the Plaintiff shall have, by operation of the judgment and approval order entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

> 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.

The Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that he does not know or suspect to exist in his favor at the time of the approval of this Settlement Agreement.

Nothing in this Agreement prohibits Plaintiff from reporting possible violations of federal or state law or regulation to the government, including but not limited to the Equal Employment Opportunity Commission, SEC, Department of Justice, Federal Trade Commission, National Labor Relations Board, and any agency inspector general, or filing a charge with or participating in an investigation or proceeding conducted by the EEOC or a comparable state or local agency (collectively, any such activity shall be referred to as a "Government Report"). Plaintiff further understands that this Agreement does not limit his ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or information. However, Plaintiff's release of claims in this Agreement waives any alleged right to receive any award of monetary or other benefits or any other legal

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or equitable relief whatsoever from any such government agency except for the SEC, including but not limited to payment for attorneys' fees, costs or disbursements, resulting from any such proceeding by Plaintiff, anyone else on Plaintiff's behalf, or otherwise, unless this Agreement is invalidated. Plaintiff agrees to waive such personal relief even if it is sought on his behalf by an agency or governmental authority except for the SEC, or a person claiming to represent Plaintiff and/or any member of a class. This Agreement does not limit Plaintiff's right to receive an award for information provided to the SEC.

Plaintiff hereby agrees not to bring or participate in any class or collective action against Defendant or any Released Party that asserts, in whole or in part, any claims that arose before he signed this Agreement, whether or not such claims (if brought by him individually) are released by this Agreement.

5.2 Release by Participating Class Members. In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final and has been fully funded, 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 all claims arising out of or related to the allegations set forth in Plaintiff's Second Amended Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages, including failure to properly calculate the regular rate of pay, in violation of Labor Code sections 510 and 1194, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay paid sick leave at the proper rate in violation of Labor Code section 246; (6) failure to pay vested vacation wages at separation in violation of Labor Code section 227.3; (7) failure to timely pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (10) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing ("Released Class Claims"). The Released Class Claims include all types of relief available for the Released Class Claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any such Released Class Claims if raised in the future. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it. The Notice will advise all Class Members of the binding nature of the foregoing Release and such Notice shall have the same force and effect as if

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the Agreement were executed by each Participating Class Member. Any Class Member who does not opt out, regardless of whether they cash their settlement check, will be bound by all terms of the Settlement, including those pertaining to Released Class Claims, Released Parties, and any Judgment that may be entered by the Court.

5.3 Release by Plaintiff and LWDA. As of the Effective Date, Plaintiff, acting as authorized proxies and agents of the LWDA/State of California, releases the Released Parties and settles the LWDA's/State's claims for civil penalties under PAGA arising out of or related to the allegations set forth in Plaintiff's Second Amended Complaint and the most recent the PAGA Notice submitted to the LWDA that arose during the PAGA Period ("Released PAGA Claims"). This Settlement shall constitute, and may be pleaded as, a complete and total defense to any PAGA Released Claims if raised in the future. Each PAGA Member, the LWDA and the State of California will be deemed to have made the foregoing Release as if by manually signing it. The PAGA Released Claims are released by Class Representative in his representative capacity as authorized proxy and agent for the State of California and the LWDA and as a private attorney general "aggrieved employee" acting on behalf of himself and all PAGA Members. The Notice will advise all PAGA Members of the binding nature of the foregoing Release and such Notice shall have the same force and effect as if the Agreement were executed by each PAGA Member. PAGA Members may not opt out of the PAGA portion of the Settlement, and will be deemed to have released the PAGA Released Claims regardless of whether they opt out of the Settlement.

5.4 Class Representative, on behalf of himself and the Participating Settlement Class Members, acknowledges and agrees that the claims for unpaid wages and unreimbursed expenses in the Action, inaccurate wage statements, and untimely payment of wages in the Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself and the Participating Settlement Class Members, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

> An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

6. MOTION FOR PRELIMINARY APPROVAL. Within 45 days of the full execution of this Agreement, Plaintiff will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare 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

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PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and 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)), and this Agreement (Labor Code section 2699, subd. (l)(2)). Plaintiff shall not file the Motion for Preliminary Approval without Defendant's review and approval, and Defendant shall have at least five (5) days to review.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and 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. In accordance with section 2699(l)(2) of the California Labor Code, Plaintiff shall provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiff files his Motion for Preliminary Approval of this Settlement with the Court.

6.3 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship,

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financial or otherwise, with the Administrator other than a professional relationship arising from prior experiences in administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 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 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member received the Notice.

7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

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

7.5 Requests for Exclusion (Opt-Outs)

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

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion

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upon entry of the Judgment, Non-Participating Class Members who are PAGA Members shall not be eligible to opt out of the portion of the settlement allocated toward PAGA penalties and are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 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 of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Administrator shall not provide the parties with contact information beyond full names for any members of the Exclusion List. Class Counsel and Defense Counsel agree to limit their use of any information provided by the Administrator from the Exclusion List to the furtherance of this Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. In the event the Administrator increases the number of Workweeks and/or PAGA Pay Periods for any Participating Class Member, then the Administrator will recalculate the Participating Class Member's Individual Class Payment and/or Individual PAGA Payment accordingly. However, in no event will Defendant be required to increase the Gross Settlement Amount, except as otherwise provided in Paragraph 8 below.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class

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Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member timely submits both an objection and a Request for Exclusion, the objection will be considered invalid. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement.

7.7.4 Any Participating Class Member who objects remains eligible to receive an Individual Class Payment.

7.7.5 Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure section 663.

7.7.6 Any Settlement Class Member who desires to object with respect to the Class Claims but fails to timely submit a written objection waives any right to object will be foreclosed from making any objection to this Settlement. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

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Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Judgment.

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

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

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing, by employee identification number only, all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration, suitable for filing with the Court, attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** The settlement is based on the Defendant's representation that, as of December 26, 2025, Class Members worked approximately 20,384 workweeks during

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the Class Period. If the final total number of workweeks for Settlement Class Members exceeds 22,422, which is 10% above that estimate, Defendant shall increase the Gross Settlement Amount on a pro rata basis, such that for each one percent by which the total number of workweeks exceeds 22,422, the Gross Settlement Amount increases by one percent.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Shares represent ten percent (10%) or more of the total of all Individual Settlement Shares, validly elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within seven (7) days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after Response Deadline. If Defendant exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If the Settlement is voided or fails for any other reason, any costs incurred by the Administrator shall be borne equally by Plaintiff and Defendant.

10. **MOTION FOR FINAL APPROVAL**. Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval, and shall not file without Defendant's approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. In accordance with section 2699(l)(3) of the California Labor Code, Plaintiff shall provide to the LWDA a copy of the Final Approval Order and Judgment entered by the Court in this action within ten (10) days after entry of the Final Approval Order and Judgment.

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

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

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the

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Settlement 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.

10.4 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Defendant's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

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

11. AMENDED JUDGMENT. If an 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.

12. ADDITIONAL PROVISIONS.

12.1 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 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant 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 Plaintiff reserves 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 Action will have no bearing on, and will not be admissible in connection

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with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 No Solicitation. The Parties separately agree that they and their respective counsel will not solicit or encourage any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5 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 as agreed by the Parties, 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 a mediator and/or the Court for resolution.

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

12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice or representations regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff, Class Members and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the

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Code, the regulations promulgated thereunder, or other applicable tax law, are changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

12.8 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 authorized representatives, and approved by the Court.

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

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

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

12.12 Confidentiality. Plaintiff and Class Counsel agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Class Counsel agrees not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or Class Counsel disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to obtain Court approval or otherwise effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.

12.13 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 this 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 30 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

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12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.15 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:

12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Chris Kondon
ckondon@shb.com
SHOOK, HARDY & BACON LLP
2121 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

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

12.18 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 signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under

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California Civil Procedure Code section 583.310 for the entire period of this settlement process.

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

12.20 Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing whatsoever on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the Settlement is not approved, the stipulation will be of no force or effect.

Dated: 6/23/2026

Signed by:
Benjermien McAtee
B5E66420BC1A4E8...

Plaintiff Benjermine McAtee

Dated: _____

Defendant Nissan North America, Inc.

Approved As to Content:

Dated: 6/23/2026

BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiff

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California Civil Procedure Code section 583.310 for the entire period of this settlement process.

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

12.20 Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing whatsoever on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the Settlement is not approved, the stipulation will be of no force or effect.

Dated: _____

Plaintiff Benjermine McAtee

Dated: 7/2/2026

Signed by:
4AA406C974E74DC...

Defendant Nissan North America, Inc.

Approved As to Content:

Dated: _____

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

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Dated: 6/23/2026

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiff

Dated: _____

SHOOK HARDY & BACON

_____

Chris Kondon
Attorneys for Defendant

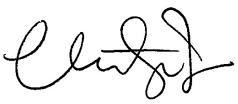
Dated: _____

FALAKASSA LAW, P.C.

_____
Joshua Falakassa
Attorneys for Plaintiff

Dated: _____

SHOOK HARDY & BACON



_____
Chris Kondon
Attorneys for Defendant

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EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

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

McAtee v. Nissan North America, Inc.
Case No. 24CV000492
The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Nissan North America, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former Defendant employee, Benjermine McAtee ("Plaintiff"), and seeks payment of (1) back and premium wages, statutory penalties, and interest on behalf of himself and a class of all individuals who are or were employed by Defendant as non-exempt employees at Defendant's Parts Distribution Centers ("PDCs") in the State of California at any time during the Class Period (January 12, 2020, through December 26, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") on behalf of himself, the State of California, and for all individuals who are or were employed by Defendant as non-exempt employees at Defendant's PDCs in California at any time during the PAGA Period (January 12, 2023, through December 26, 2025) ("PAGA Members").

Defendant expressly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be $ (less withholding), **and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked __ workweeks** during the Class Period and **you worked_____Pay Periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

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carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert individual Class Period wage claims against Defendant as described in Section 9 of this Notice.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual wage claims against Defendant that arose during the Class Period. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by_____. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods or pay meal premiums; (3) failure to provide rest breaks or pay rest premiums; (4) failure to pay all sick and vacation time; (5) failure to provide compliant wage statements; (6) failure to pay all wages at separation of employment; (7) failure to reimburse for necessary business expenses; and (8) unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator to

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resolve the Action by negotiating a settlement agreement rather than continuing the expensive and time-consuming litigation process. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel 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) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay $700,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement no later than the first Court day at least 15 days after the Effective Date.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $233,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $35,000 for their litigation expenses. To date, Class Counsel have worked on the Action and incurred expenses without payment.

    B. Up to $10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $6,000 to the Administrator for services administering the Settlement.

    D. Up to $20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS Form W-2. Defendant will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portion of the Individual Class Payments on IRS Form 1099.

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

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

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you can visit https://claimit.ca.gov/ to determine how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than_____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_____Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final and has been fully funded, 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 all claims arising out of or related to the allegations set forth in Plaintiff's Second Amended Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages, including failure to properly calculate the regular rate of pay, in violation of Labor Code sections 510 and 1194, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay paid sick leave at the proper rate in violation of Labor Code section 246; (6) failure to pay vested vacation wages at separation in violation of Labor Code section 227.3; (7) failure to timely pay all wages due and owing during employment and at separation in

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violation of Labor Code sections 201–204; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (10) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The Released Claims include all types of relief available for the Released Claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.

Any Class Member who does not opt out, regardless of whether they cash their settlement check, will be bound by all terms of the Settlement, including those pertaining to the above release.

10. Release by Plaintiff and LWDA. As of the Effective Date, Plaintiff, acting as authorized proxies and agents of the LWDA/State of California, releases the Released Parties and settles the LWDA's/State's claims for civil penalties under arising out of or related to the allegations set forth in Plaintiff's Second Amended Complaint and the most recent PAGA Notice submitted to the LWDA that arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until_____to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or

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Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *McAtee v. Nissan North America, Inc.*, Case No. 24CV000492, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by_____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the_____Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion

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for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is_____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *McAtee v. Nissan North America, Inc.*, Case No. 24CV000492, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department 8B of the Sacramento County Superior Court, located at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://portal.Sacramento.courts.ca.gov/?q=Home) and entering the Case Number for the Action, Case No. 24CV000492.

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

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com **FALAKASSA LAW, P.C.**	Mehrdad Bokhour mehrdad@bokhourlaw.com **BOKHOUR LAW GROUP, P.C.**

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1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 (310) 975-1493

Settlement Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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