SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement" or "Settlement") is made and entered into between Plaintiffs Amber Bryan, Bavly Abraham, and Debbie Zapien (collectively, "Plaintiffs"), individually and acting in a private attorney general capacity on behalf of all aggrieved employees, and Defendants Orange Coast Title Company, Orange Coast Title Company of Northern California, and Orange Coast Title Company of Southern California, (collectively "Orange Coast" or "Defendants") (together with Plaintiffs, the "Parties").

I. **DEFINITIONS**

The following terms, for the purposes of this Settlement Agreement, shall have the following meanings:

1. "Action" means the consolidated matter titled *Amber Bryan v. Orange Cost Title Company, et al.*, Santa Clara County Superior Court Case No. 22CV405756. The Action will consolidate *Bavly Abraham v. Orange Coast Title Company* (Case No. 30-2022-01262104-CU-OE-CXC, pending in the Superior Court for the State of California for the County of Orange)(the *Abraham* Action); *Amber Bryan v. Orange Coast Title Company of Northern California and Orange Coast Title Company* (Case No. 22CV405756, pending in the Superior Court for the State of California for the County of Santa Clara) (the *Bryan* Action); and *Debbie Zapien on behalf of herself and current and former aggrieved employees v. Orange Coast Title Company of Southern California* (Case No. 30-24-01397592-CU-OE-CXC) ("the *Zapien* Action").

2. "Aggrieved Employees" means the collective of the following three sub-groups:

    a. The "*Abraham* Aggrieved Employees" means all individuals who performed work in any non-exempt position for Orange Coast Title Company in California at any time during the *Abraham* PAGA Period, as defined in Section I.12.a.

    b. The "*Bryan* Aggrieved Employees" means all individuals who performed work in any non-exempt position for Orange Coast Title Company of Northern California at any time during the *Bryan* PAGA Period, as defined in Section I.12.b.

    c. The "*Zapien* Aggrieved Employees" means all individuals who performed work in any non-exempt position for Orange Coast Title Company of Southern California at any time during the *Zapien* PAGA Period, as defined in Section I.12.c.

3. "Court" means the Superior Court of California for the County of Santa Clara.

4. "Defendants" mean Orange Coast Title Company, Orange Coast Title Company of Northern California, and Orange Coast Title Company of Southern California.

5. "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) Plaintiffs have consolidated the *Abraham, Bryan* and *Zapien* Actions for purposes of approval of the Settlement by filing a consolidated complaint in Santa Clara Superior Court; (c) Plaintiffs Abraham and Zapien have dismissed their respective Actions without prejudice; (d) Plaintiffs have provided a copy of the Settlement Agreement to the LWDA, with service copies to Defendants, on the same date that the Motion for Approval is filed with the Court; (e) the Court has approved the Settlement Agreement in the consolidated Action; (f) the Court has entered a final order and judgment in the consolidated Action for settlement purposes only, and Plaintiffs provide such order to the LWDA with service copies to Defendants; and (g) the later of the following events: (i) 60 calendar days have elapsed following entry of the Court's Final Order approving the Settlement Agreement in the consolidated Action; or (ii) if any appeal, writ or other appellate proceeding opposing the Settlement Agreement has been filed, when any such appeal has been dismissed finally and conclusively with no right to pursue further remedies or relief or any appeal has upheld the Court's final order approving the Settlement Agreement in the consolidated Actions 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 has become completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

6. "Gross Settlement Amount" is the non-reversionary sum of Six Hundred Thousand Dollars and Zero Cents ($600,000.00), which represents the total amount payable under this Settlement Agreement by Defendants (subject to the Escalator Clause described in Section III.3), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs' Counsel's attorneys' fees and costs, payment of Plaintiffs' enhancement awards, and payment to the Settlement Administrator for administration costs.

7. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee out of the Net Settlement Amount. Each Aggrieved Employee will be paid a pro-rata share of the 25% of the Net Settlement Amount, as calculated by the Settlement Administrator using the Aggrieved Employee list and data provided by Defendants.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiffs' Counsel's attorneys' fees up to one third of the Gross Settlement Amount, currently estimated at $200,000.00; (b) Plaintiffs' Counsels' costs up to $40,000.00; (c) Plaintiffs' enhancement awards up to $5,000.00 to each Plaintiff (totaling up to $15,000.00); and (d) administration costs up to $8,000.00.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "PAGA Pay Periods" means the number of pay periods each Aggrieved Employee worked for Defendants in a non-exempt position in California during the PAGA Periods. PAGA Pay Periods will be calculated based on Defendants' business records.

12. "PAGA Periods" means the collective of the following:

    a. The "*Abraham* PAGA Period" for Aggrieved Employees in the *Abraham Action* means the period of time beginning May 27, 2021 through March 31, 2025.

    b. The "*Bryan* PAGA Period" for Aggrieved Employees in the *Bryan* Action means the period of time beginning August 18, 2021 through March 31, 2025.

    c. The "*Zapien* PAGA Period" for Aggrieved Employees in the *Zapien* Action means the period of time beginning February 26, 2023 through March 31, 2025.

13. "PAGA Released Claims" means, upon remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator and entry of Judgment by the Court, Plaintiffs, the LWDA, the State of California, and the Aggrieved Employees will fully and finally release and discharge Defendants and all Released Parties from any and all claims, causes of action, demands, damages, or liabilities arising at any time during their respective PAGA Periods that were pled or which could have been pled based on the factual allegations contained in the operative pleadings in the Action, for civil penalties under PAGA [including claims premised on the alleged Labor Code violations for civil penalties that were asserted or could have been asserted based on the facts and primary rights set forth in the operative pleadings in the Actions and/or the notices submitted to the LWDA in connection with the Actions]. The PAGA Released Claims include without limitation any claims for damages, penalties, fines, attorneys' fees, costs, expenses or interest. Plaintiff Abraham and the *Abraham* Aggrieved Employees will release all PAGA Released Claims for the *Abraham* PAGA Period, Plaintiff Bryan and the *Bryan* Aggrieved Employees will release all PAGA Released Claims for the *Bryan* PAGA Period, and Plaintiff Zapien and the *Zapien* Aggrieved Employees will release all PAGA Released Claims for the *Zapien* PAGA Period. Defendants and the Released Parties can assert this Settlement as a complete and total defense to any PAGA Released Claims if raised in the future by any Plaintiff and/or Aggrieved Employee on behalf of the LWDA.

14. "Parties" means, collectively, Plaintiffs and Defendants.

15. "Plaintiffs' Counsel" means, collectively, Abramson Labor Group, The Nourmand Law Firm, APC, and Lavi & Ebrahimian, LLC.

16. "Released Parties" means Defendants, including each of their past, present and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, as well as their respective past, present and future owners, officers, directors, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official

capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

17. "Settlement Administrator" means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiffs were employed by Defendants as non-exempt employees in California during the PAGA Periods, and are therefore are Aggrieved Employee.

2. On May 27, 2022, Plaintiff Abraham submitted a notice letter to the LWDA and mailed the same notice letter to Defendants, articulating his intent to seek civil penalties under PAGA for claims related to alleged minimum wage violations, overtime violations, meal period violations, rest period violations, failure to maintain accurate records, waiting time penalties, and wage statement violations.

3. On May 27, 2022, Plaintiff Abraham filed a Class Action Complaint in the Orange County Superior Court, entitled *Bavly Abraham v. Orange Coast Title Company*, Case Number 30-2022-01262104-CU-OE-CXC. The *Abraham* Class Action Complaint alleged claims for minimum wage violations, overtime violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, and unfair competition.

4. On August 19, 2022, Plaintiff Bryan submitted a notice letter to the LWDA and mailed the same notice letter to Defendants, articulating her intent to seek civil penalties under PAGA for claims related to alleged minimum wage violations, overtime violations, failure to reimburse business expenses, meal period violations, rest period violations, failure to maintain accurate records, waiting time penalties, and wage statement violations.

5. On November 1, 2022, Plaintiff Bryan filed a Representative Complaint in the Superior Court County of Santa Clara, entitled *Amber Bryan v. Orange Coast Title Company of Northern California, et al.*, Case Number 22CV405756. The *Bryan* Representative PAGA Action was brought by Plaintiff Bryan individually, on behalf of the State of California, and other Aggrieved Employees, as a PAGA Representative Action seeking civil penalties under PAGA based on alleged violations of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804.

6. On or about December 15, 2022, pursuant to a stipulation between Plaintiff Abraham and Defendant Orange Coast Title Company, the Court issued an Order dismissing class allegations without prejudice and submitting Plaintiff Abraham's individual claims to arbitration. On December 28, 2022, Plaintiff Abraham filed a First Amended Complaint to add a representative cause of action for civil penalties under the PAGA.

7. On February 26, 2024, Plaintiff Zapien submitted a notice letter to the LWDA and mailed the same notice letter to Defendants, articulating her intent to seek civil

penalties under PAGA for claims related to alleged minimum wage violations, overtime violations, meal period violations, rest period violations, failure to indemnify employees for employment-related expenditures, failure to provide accurate wage statements, and failure to timely pay final wages.

8. On May 2, 2024, Plaintiff Zapien filed a Representative PAGA Complaint in the Superior Court County of Orange, entitled *Debbie Zapien v. Orange Coast Title Company of Southern California*, Case Number 30-2024-01397592-CU-OE-CXC. The *Zapien* Representative PAGA Action was brought by Plaintiff Zapien individually, on behalf of the State of California, and other Aggrieved Employees, as a PAGA Representative Action seeking civil penalties under PAGA based on alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802.

9. On January 21, 2025, the Parties participated in a private mediation with mediator Tripper Ortman, Esq. In connection with the mediation, the Parties engaged in informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Action and potential defenses thereto. The Parties have reached this Settlement only after informal discovery (including a sampling of timekeeping and payroll records) and investigation was performed.

10. Defendants dispute and deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendants contend, among other things, that they complied at all times with the local, state, and federal laws, and that the claims alleged in the Action are without merit. The Parties agree that representative treatment is for purposes of this Settlement only. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). . Further, Defendants deny Plaintiffs, individually and as representatives of the Aggrieved Employees, are owed any wages, penalties, as alleged, but do recognize that litigation will be protracted and expensive. As a result, Defendants have agreed to pay a reasonable amount in order to resolve this matter finally and fully.

11. The Parties believe and agree that this Settlement Agreement provides a fair, adequate, and reasonable resolution of Plaintiffs' PAGA claims for civil penalties after doing their own independent investigations and evaluations of the claims alleged in this matter. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation as well as the challenges in evidence as shown through Mediation.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. The Parties agree that this Settlement Agreement is not evidence that the allegations in the Action have any merit, nor does it constitute an admission of any

wrongdoing by Defendants. Defendants do not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. This Settlement Agreement will not be deemed admissible in any other proceeding or in this proceeding other than to effectuate this settlement. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions with respect to the Plaintiffs' PAGA claims. However, to the extent the Court does not approve the Settlement, the Parties agree to work together in good faith to amend the settlement to address any concerns of the Court.

2. **Gross Settlement Amount**. Defendants shall pay Six Hundred Thousand Dollars and Zero Cents ($600,000.00) as the non-reversionary Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount (subject to the Escalator Clause in Section III.3). Defendants shall deposit the Gross Settlement Amount into a Qualified Settlement Account and agree to fund the settlement within fifteen (15) business days of the Effective Date.

The Gross Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) Plaintiffs' Counsels' attorneys' fees and costs; (3) Plaintiffs' enhancement payments; and (4) Settlement administration costs.

3. **Escalator Clause.** The Gross Settlement Amount is based on Defendants' representation that there are approximately 19,000 PAGA Pay Periods. If the total number of PAGA Pay Periods exceed 19,000 by more than 10% (i.e., more than 20,900 PAGA Pay Periods), Defendants shall have the sole option to: (i) increase the Gross Settlement proportionally per additional Pay Period (i.e., if the actual number of PAGA Pay Periods is determined to be 12% higher or 21,280 PAGA Pay Periods and the Pay Period value is $28.71, Defendants would have to increase the Gross Settlement Amount by $10,909.80 [21,280 – 20,900 = 380 x $28.71]); or (ii) end the PAGA Pay Period as of the date that the number of PAGA Pay Periods worked reaches 20,900 PAGA Pay Periods.

4. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. <u>Plaintiffs' Attorneys' Fees and Costs</u>. Defendants will not oppose Plaintiffs' request for attorneys' fees in the amount up to one third of the Gross Settlement Amount (currently estimated to be $200,000) and costs up to $40,000.00 incurred in prosecuting this Action ("Plaintiffs' Attorneys' Fees and Costs"). In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on an IRS Form 1099 issued to Plaintiffs' Counsel. Defendant will not oppose requests for Plaintiffs' Attorneys' Fees and Costs, provided that they do not exceed the amounts requested herein. In the event that the Court reduces or does not approve the requested Plaintiffs' Attorneys' Fees and Costs, Plaintiffs and Plaintiffs' Counsel retain the right to appeal such order, however, Plaintiffs and/or Plaintiffs' Counsel will not request or demand an increase to the Gross Settlement Amount on that basis. The Settlement Administrator (and not the Defendants) shall issue an IRS Form 1099-MISC to Plaintiffs' Counsel reflecting the awarded attorneys' fees and costs. The Parties agree that, over and above the total amount of the Court-approved Plaintiffs' Attorneys' Fees and Costs award, Plaintiffs and Defendants shall each bear their own fees and costs incurred by them or arising out of the Action; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administrating or challenging an order granting approval or final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Agreement or the Released Parties.

i. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

ii. Any order, finding, ruling, holding or proceeding relating to any such applications for an award of Plaintiff's Attorneys' Fees and Costs, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement or otherwise affect or delay the finality of the final order and judgment or this Settlement. The award of an attorneys' fees and costs in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Plaintiffs does not give rise to a basis to abrogate this Agreement. While Plaintiffs retain the right to appeal any such reductions, such appeal will delay Defendants' obligation to make all payments set forth in this Agreement.

iii. All claims for attorneys' fees and costs that Plaintiffs and the Aggrieved Employees may possess against Defendants have been resolved in this Settlement and shall not be affected by any appeal that Plaintiffs may file.

iv. The Parties agree the Settlement Administrator shall be solely responsible for the division and distribution of any and all Court-approved Plaintiffs' Counsel Award. In no event will any Defendant bear any responsibility for or liability arising out of or related to the division and distribution of any Court-approved Plaintiffs' Counsel Award.

b. Plaintiffs' Enhancement Payments. Defendants will not oppose Plaintiffs' request for an enhancement payment of up to $5,000 to each Plaintiff (totaling $15,000) ("Enhancement Payment") for serving as the Representative Plaintiffs in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator (and not Defendants) will report this payment on IRS Form 1099 issued to each Plaintiff, respectively. Each Plaintiff will pay any and all applicable taxes on the Enhancement Payment made and will indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of this payment. In exchange for this Enhancement Payment, each 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 Plaintiffs' Counsel and saying nothing further. In the event that the Court reduces or does not approve the requested Enhancement Payment to any Plaintiff, such Plaintiff shall not have the right to revoke the Settlement Agreement.

c. Administration Costs. Defendants will not oppose the Settlement Administrator's costs in the amount up to $8,000.00 for its reasonable fees and expenses administering the settlement, including but not limited to printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Aggrieved Employee, tax reporting, distributing the monies owed in this Settlement, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 MISC issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount**. One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees *pro rata* based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Defendants' records shall be determinative for purposes of calculating the number of Pay Periods and payments to the Aggrieved Employees. The Settlement Administrator shall be responsible for calculating each individual Aggrieved Employee's respective pro rata settlement payment. All payments made to Aggrieved Employees will be allocated to settlement claims for penalties, interest, and other non-wage items shall be reported on an IRS Form 1099 MISC by the Settlement Administrator.

a. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

b. Defendants will not use the settlement payments for determination of eligibility for, or calculation of, any employee benefits (*e.g.,* vacations, holiday pay, retirement plans, etc.) of the Aggrieved Employees, and Defendants will not modify the Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants and/or any of the Released Parties, unless otherwise required by law.

6. **PAGA Released Claims**. Upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiffs and all Aggrieved Employees will release the PAGA Released Claims against the Released Parties that arose during the PAGA Periods. Upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the respective PAGA Periods against the Released Parties. Aggrieved Employees do not have the right to opt-out of the Settlement.

7. **Confidentiality**. Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiffs shall not, and hereby direct their respective counsel not to issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs further agree that, prior to filing the motion for approval of the Settlement, they will keep the terms of this Settlement confidential. Plaintiffs hereby direct their respective counsel to keep the terms of this Settlement confidential prior to the filing the motion for approval of the Settlement. Nothing in this Section is intended to interfere with Plaintiffs'

counsel's duties and obligations to faithfully discharge their duties as Plaintiffs' Counsel, including but not limited to, communicating with Plaintiffs and/or the Aggrieved Employees regarding the Settlement. This Settlement Agreement is a settlement document and shall not be disclosed in any manner, subject to the limited exception that it shall be admissible in an action or proceeding to approve, interpret, or enforce the terms agreed to herein.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiffs will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of seeking Court approval of the Settlement, per Labor Code § 2699(l)(2).

8. **Motion for Approval of PAGA Settlement by Plaintiffs' Counsel**. Plaintiffs will move the Court for approval of the terms of this Settlement. Defendants shall not oppose Plaintiffs' motion for approval of the Settlement so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Plaintiffs shall provide Defendants with five (5) days to review, and provide comments to the motion for approval and proposed order before they are filed with the Court.

9. **Termination of Settlement Agreement**. If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. The Parties agree that Defendants retain and reserve all rights to raise defenses to the claims in the Action upon any available grounds, , and Plaintiffs likewise reserve all rights to contest Defendants' defenses. However, before any Party may invoke the right to terminate the Settlement, the Party shall meet and confer in good faith with the other Parties in an effort to modify the Settlement in order to obtain Court approval.

10. **Judgment**. As part of the Motion to approve the Settlement, Plaintiffs shall submit a Proposed Judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the occurrence of the Effective Date and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering Judgment as set forth herein. The Judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to ask the Court to approve Phoenix Settlement Administrators to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees**. Within twenty-one (21) days after the Court issues an Order approving the Settlement, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will, in good faith, compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, and dates of employment or number of Pay Periods worked during the PAGA Period, and social security numbers to the extent available from Defendants' records. Because social security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within the same 21 day period, the Settlement Administrator shall also send to Plaintiffs' Counsel and Defendants' Counsel a redacted list of Aggrieved Employees with dates of employment or Pay Period information, so that the Parties can determine whether the Escalator Clause has been triggered. Within 7 calendar days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments**. Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within fourteen (14) days after the Effective Date or the Gross Settlement Amount has been fully funded, and after receiving approval from Plaintiffs' Counsel and Defendants' Counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed 100% penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices**. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address and/or social security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall escheat to the California State Controller's Office for deposit in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

5. **Distribution of Payments**. Within fourteen (14) days after the Effective Date or the Gross Settlement Amount has been fully funded, and after receiving approval from Plaintiffs' Counsel and Defendants' Counsel of the payment calculations as provided above, the Settlement Administrator shall issue payments to: (1) the LWDA; (2) Plaintiffs' Counsel for Plaintiffs' Counsel's Court-approved attorneys' fees and litigation costs; (3) Plaintiffs for their Court-approved enhancement payments; and (4) the Settlement Administrator for Court-approved Settlement Administration Costs incurred in connection with the Settlement.

6. **Accounting**. Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences**. Each Party and Aggrieved Employee will be responsible for his, her, or its own tax obligations. The Parties agree and understand that neither Defendants nor Plaintiffs' Counsel have made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Defendants and each Aggrieved Employee is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal. Plaintiffs and the Aggrieved Employees release any and all claims that they have or may have against Defendants and/or the Released Parties for any claims, demands, levies, assessments, judgments, penalties, taxes and any other recoveries related to any payments made under this Settlement. If any state, local or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees, including any Plaintiff, for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties, each Aggrieved Employee shall be responsible for their own defense of and payment of any claim of unpaid taxes, interest, or penalties. The Aggrieved Employees agree to hold Defendants and the Released Parties harmless for any costs, assessments, penalties, taxes and/or attorneys' fees, which any Defendant and/or any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the I.R.S., the California Franchise Tax Board and/or any other federal, state, or local taxing board and/or agency in regard to any amounts due.

V. MISCELLANEOUS PROVISIONS

1. **Drafting**. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors including all Released Parties.

3. **Costs and Fees**. The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

4. **Governing Law**. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the Santa Clara County Superior Court. The prevailing party in any motion or other legal action to enforce this Settlement Agreement shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred in connection with such legal action.

5. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Judgment and Continued Jurisdiction**. As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

7. **Amendment or Modification**. This Settlement Agreement may be amended or modified only by a written instrument, signed by each Party or their successors-in-interest, or by counsel for all Parties, and subject to any necessary Court approval.

8. **Authorization to Enter into Settlement Agreement**. The Parties warrant and represent that they have expressly authorized their respective counsel who represent them, to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties, by and through their respective counsel, will cooperate with each other and use their best efforts to effect the implementation of the settlement.

9. **Execution and Counterparts**. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

10. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties

further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

11. **Waiver of Appeals.** Provided the Judgment is consistent with the terms and conditions of this Agreement, The Parties agree to waive appeals; provided, however, that Plaintiffs or Plaintiffs' Counsel may appeal any reduction in the attorneys' fees, costs, and expenses award. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Cooperation, Consolidation and Amendment:** The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. Plaintiffs will file a consolidated complaint which consolidates the Actions for approval of the PAGA settlement in Santa Clara Superior Court.

16. **Binding Agreement**. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. This Settlement also shall be binding upon Plaintiffs, the Aggrieved Employees, the State of California, and the LWDA. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: __________, 2025

____
Bavly Abraham, Plaintiff

Dated: AUG 11, 2025

Amber Bryan (Aug 11, 2025 21:59:08 EDT)
Amber Bryan, Plaintiff

Dated: __________, 2025

____
Debbie Zapien, Plaintiff

Dated: August 20, 2025

ORANGE COAST TITLE COMPANY, Defendant

Ryan G. Foley
By: Ryan G. Foley
Its: Secretary

ORANGE COAST TITLE COMPANY OF NORTHERN CALIFORNIA, Defendant

Dated: August 20, 2025

Ryan G. Foley
By: Ryan G. Foley, Secretary of Orange Coast Title
Its: Company, parent company of Orange Coast Title Company of Northern California

ORANGE COAST TITLE COMPANY OF SOUTHERNCALIFORNIA, Defendant

Dated: August 20, 2025

Ryan G. Foley
By: Ryan G. Foley, Secretary of Orange Coast Title
Its: Company, parent company of Orange Coast Title Company of Southern California

SIGNATURES IN THE FOLLOWING PAGE

APPROVED AS TO FORM ONLY:

Dated: August 11, 2025

ABRAMSON LABOR GROUP

By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff Amber Bryan

Dated: _________, 2025

THE NOURMAND LAW FIRM, APC

By: ______________________________
James A. De Sario
Attorneys for Plaintiff Bavly Abraham

Dated: _________, 2025

LAVI & EBRAHIMIAN, LLP

By: ______________________________
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Debbie Zapien

Dated: August 21, 2025

SHOOK HARDY & BACON

By: ______________________________
Laura Booth
Attorneys for Defendants

Dated: Aug 19, 2025

Bavly Abraham, Plaintiff

Dated: AUG 11, 2025

Amber Bryan (Aug 11, 2025 21:59:08 EDT)

Amber Bryan, Plaintiff

Dated: 08/19/2025, 2025

Debbie Zapien, Plaintiff

Dated: __________, 2025

ORANGE COAST TITLE COMPANY, Defendant

____

By:
Its:

ORANGE COAST TITLE COMPANY OF NORTHERN CALIFORNIA, Defendant

Dated: __________, 2025

____

By:
Its:

ORANGE COAST TITLE COMPANY OF SOUTHERNCALIFORNIA, Defendant

Dated: __________, 2025

____

By:
Its:

SIGNATURES IN THE FOLLOWING PAGE

APPROVED AS TO FORM ONLY:

Dated: August 11 , 2025

ABRAMSON LABOR GROUP

By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff Amber Bryan

Dated: August 19, 2025

THE NOURMAND LAW FIRM, APC

By: James A. De Sario
James A. De Sario
Attorneys for Plaintiff Bavly Abraham

Dated: 08/20/2025, 2025

LAVI & EBRAHIMIAN, LLP

By: ______________________
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Debbie Zapien

Dated: __________ 2025

SHOOK HARDY & BACON

By: ______________________
Laura Booth
Attorneys for Defendants

Dolling