Exhibit A

Private Attorneys General Act Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth herein. This Settlement Agreement ("Settlement Agreement"), is entered into by and between Plaintiff Colby Williams ("Plaintiff"), for himself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and IDX Corporation ("Defendant") (collectively, the "Parties").

This Settlement Agreement shall be effective upon the date the Court executes the order approving the Settlement Agreement (the "Effective Date").

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the matter entitled *Colby Williams v. IDX Corporation*, San Bernardino Superior Court Case No. CVSB2415904, initiated on May 2, 2024, and pending in Superior Court of the State of California, County of San Bernardino.

2. "Aggrieved Employees" mean all current and former hourly-paid, non-exempt employees who were employed by IDX Corporation in the State of California at any time during the PAGA Period.

3. "Complaint" means the claims and allegations set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency dated February 20, 2024 ("LWDA Letter"), the Complaint filed on May 2, 2024, in the Action and the First Amended Complaint filed on July 15, 2024 in the Action.

4. "Court" or "San Bernardino Superior Court" means the Superior Court of California for the County of San Bernardino.

5. "Defendant" means Defendant IDX Corporation

6. "Defense Counsel" or "Counsel for Defendant" means Frank L. Tobin, Esq., and Cameron J. Davila, Esq. of Ogletree Deakins Nash Stewart & Smoak 4660 La Jolla Village Drive, Suite 900 San Diego, California 92122.

7. "Employee PAGA Portion" is the amount to be distributed to the Aggrieved Employees, on a pro rata basis, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III.3 herein.

8. "Employee Payments" refers to the PAGA Penalty Payments that will be

distributed to Aggrieved Employees as provided in Section IV.3 herein.

9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

10. “Gross Settlement Amount” is the sum of $77,500, which represents the total amount payable under this Settlement Agreement by Defendant, and includes the Employee PAGA Portion payable to Aggrieved Employees, Plaintiff’s Service Award of $10,000, LWDA Payment payable to the LWDA, PAGA Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount (i.e., $25,833.33) to Plaintiff’s Counsel, Court-Awarded Litigation Costs of $16,521.82 to Plaintiff’s Counsel, and Court-Awarded Payment to the Settlement Administrator for Settlement Administration Costs, not to exceed $3,500.

11. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, sudb. (i).

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

13. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following court-approved amounts are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees to Plaintiff’s Counsel; (b) Litigation Costs to Plaintiff’s Counsel; (c) Plaintiff’s Service Award, and (d) Settlement Administration Costs.

14. “Plaintiff’s Counsel” or “PAGA Counsel” means Kevin J. Stoops and Paulina Kennedy of Sommers Schwartz, One Towne Square, 17th Floor, Southfield, Michigan 48076.

15. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

16. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

17. “PAGA Notice” means Plaintiff’s February 20, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). (LWDA Case No. LWDA-CM-1011907-24).

18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

19. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Employee Payments and the 75% to LWDA in settlement of PAGA claims.

20. “PAGA Period” means the time period from May 4, 2023 through the date of approval, or sixty (60) days from April 2, 2025, whichever is sooner.

21. “PAGA Released Claims” mean any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA alleged or that could have reasonably been alleged arising out of the facts and allegations in the operative Complaint and PAGA Notice. This includes PAGA claims that occurred during the PAGA Period for: (1) failure to pay minimum and other wages (including failure to pay compensation at the correct regular rate of pay); (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to timely pay wages upon termination and during employment; (7) failure to pay reporting time wages; and (8) failure to reimburse business expenses.

22. “Plaintiff’s Service Award” means an amount from the Gross Settlement Amount not to exceed $10,000 to be paid to Plaintiff in recognition of his effort in prosecuting the Action for the benefit of the State of California and Aggrieved Employees. Plaintiff’s Service Award is subject to Court Approval. The Service Award shall be in addition to any Individual PAGA Payment to which Plaintiff is entitled. The Administrator will issue Plaintiff an IRS Form 1099 in connection with this payment. Any portion of plaintiff’s Service Award not approved by the Court shall be added to the Net Settlement Amount to be distributed to the Aggrieved Employees.

23. “Released Parties” means: IDX Corporation and each of its insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity which could be jointly liable with Defendant.

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

25. “Settlement Administrator” means Atticus Administration, LLC a neutral third-party administrator who shall administer the Settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the Settlement are currently estimated not to exceed $3,500 (“Settlement Administration Costs”).

II. <u>RECITALS</u>

1. Plaintiff filed his Operative Complaint against Defendant on May 2, 2024, alleging eight causes of action. On July 15, 2024, Plaintiff filed a first amended class action complaint (“FAC”) adding a cause of action for penalties pursuant to California Attorneys General Act of 20024 (“PAGA”). Plaintiff agreed to dismiss the class claims without prejudice.

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

3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

4. On April 2, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq. The Parties participated in arm's length negotiations after undertaking an investigation and the exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees.

5. Plaintiff obtained, through informal discovery, a representative sample of wage and pay data for Plaintiff and the Aggrieved Employees during the PAGA Period. Plaintiff's counsel analyzed this data and obtained a calculation of damages for Defendant's alleged wage-and-hour violations.

6. After rigorous negotiations, the Parties accepted Mr. Barnes' mediator's proposal and agreed to fully and finally resolve the Action, including all claims that were or could have been brought therein, and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith. The Parties agree that representative treatment is for purposes of this Settlement only. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount**. Defendant shall pay $77,500 as the Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the Court's Approval of Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3. **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:

a. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement, or $25,833.33 and PAGA Counsel Litigation Expenses Payment of not more than $16,521.82. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

b. To the Administrator: An Administrator Expenses Payment not to exceed $3,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,500 the Administrator will retain the remainder in the Net Settlement Amount.

c. To Plaintiff: Subject to the Court's approval, Defendant agrees to pay Plaintiff a Service Award of up to $10,000 from the Gross Settlement Amount as compensation for his efforts to prosecute the Action and service as a representative on behalf on aggrieved employees and the State of California. The Administrator will pay this amount using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on this Payment.

d. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $21,644.85, which is the estimated Net Settlement Amount, with 75% ($16,233.64) allocated to the LWDA PAGA Payment and 25% ($5,411.21) allocated to the Employee PAGA Portion.

i. The Administrator will calculate each Employee PAGA Portion by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,411.21) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Consistent with California law, there shall be no right to opt out of the Settlement by Aggrieved Employees.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

e. If the Court believes the PAGA Counsel Fees, PAGA Counsel Litigation Expenses, Administrator Expenses Payment, or Service Award should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the fees, costs, or incentive award is not a ground for rescinding the settlement.

4. **General Release of Claims by Plaintiff:** In addition to the claims released under Section 5 below, upon court approval of the PAGA settlement and payment made by Defendant of the Gross Settlement Amount to the Third-Party Administrator, Plaintiff and Plaintiff's representatives, agents, attorneys, heirs, administrators, successors, and assigns will release the Released Parties—from any and all claims, transactions, or occurrences Plaintiff has or may have against them at this time. This will include without limitation to any and all claims which in any way relate to Plaintiff's' employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes any and all rights he has or may have under California Civil Code section 1542. Section 1542 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."**

5. **ADEA Waiver and Revocation**.

5.1 **ADEA Waiver.** It is the intention of the Parties that the releases contained in this Agreement apply to all claims of any kind against the Released Parties (as defined above). Without limiting the scope of this Agreement, Plaintiff agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Plaintiff may claim to have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, et seq.). Plaintiff expressly acknowledges and agrees all of the following:

(a) The consideration provided pursuant to this Agreement is in addition to any consideration that Plaintiff would otherwise be entitled to receive;

(b) Plaintiff has been and is advised in writing to consult with an attorney prior to signing this Agreement. And he knowingly and voluntarily agrees to all of the terms set forth in this Agreement;

(c) Plaintiff has been provided a full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) calendar days within which to consider it;

(d) To the extent that Plaintiff takes less than twenty-one (21) calendar days to consider this Agreement prior to signing it, Plaintiff acknowledges that he had sufficient time to consider this Agreement with legal counsel and that Plaintiff expressly, voluntarily, and knowingly waives any additional time;

(e) Plaintiff agrees that any changes made to the Agreement during the twenty-one (21) day period (whether material or immaterial) do not restart the running of the twenty-one (21) day period; and

(f) Plaintiff is aware of his right to revoke this waiver of claims under the ADEA any time within the seven (7) calendar-day period following the date Plaintiff signs the Agreement, and that the waiver of claims under the ADEA shall not become effective or enforceable until the seven (7) calendar-day revocation period expires.

5.2 Method of Revocation of ADEA Waiver. To be effective, timely notice of revocation of the waiver of ADEA claims set forth in Section 4, above, must be made in writing and delivered to the Employer through its counsel, Frank Tobin, Esq. and Cameron Davila, Esq., via mail and email at Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 4660 La Jolla Village Drive, Suite 990, San Diego, CA 92122, telephone: 858-652-3100, email: frank.tobin@ogletree.com & cameron.davila@ogletree.com, no later than the seventh (7th) day after Plaintiff executes this Agreement.

6. **Release of PAGA Claims**. Upon the funding of the Settlement by Defendant, Plaintiff, Aggrieved Employees, the LWDA, and the State of California, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims. Except as to Plaintiff, this release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and Litigation Expenses incurred in connection with the Action.

7. **Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Filing of Joint Stipulation or Motion for Approval of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Joint Stipulation for Court Approval of PAGA Settlement, or if the Court requires, a Motion for Approval of the Settlement ("Motion"). Plaintiff's Counsel will file the Motion as soon as practicable. Plaintiff's Counsel will serve the Motion on Defendant's Counsel and submit it to the LWDA. Pursuant to California Labor Code sections 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the Settlement.

a. The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions with prejudice pursuant to the settlement (i.e., to terminate the Actions by way of judgment or dismissal).

b. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

9. **Dismissal**. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders within ten (10) business days of distributing all payments under the Settlement. To the extent required by the Court, Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety with prejudice. The dismissal will not release or bar any claims other than all claims as to Plaintiff pursuant to Cal. Code Civ. Proc. Section 1542, and the

PAGA Released Claims as to Plaintiff, Aggrieved Employees, the LWDA, and State of California.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties have mutually selected ILYM Group, Inc. to handle the administration of this Settlement, subject to approval by the Court. The Parties have verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

a. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

b. 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.

2. **Notice to Aggrieved Employees**.

a. No later than twenty-one (21) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, start and end date(s) of employment or total pay periods worked for Defendant in California during the PAGA Period, and Social Security number, to the extent available from Defendant's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the Settlement in conformity with the Court's orders. Defendant will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than fourteen (14) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will mail the Employee Payments under cover letter to each of the Aggrieved Employees identified on the Aggrieved Employees List. The Cover Letter will be provided to the Aggrieved Employees in both English and Spanish. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount**.

a. No later than thirty (30) calendar days from the Effective Date ("Funding Date"), Defendant shall fund the Gross Settlement Amount into an account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute the following payments: (a) Employee Payments; (b) LWDA Payment; (c) PAGA Counsel Fees Payment; (d) PAGA Counsel Litigation Expenses Payment; and (c) Settlement Administration Costs to Settlement Administrator within fourteen (14) days after receipt of the payment from Defendant. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this Settlement.

a. Each Aggrieved Employee will be issued one check for his or her Employee Payment which will expire one hundred and eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans**. Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant's benefit plan, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of their benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Attorney Authorization**. PAGA 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.

3. **Tax Consequences**. Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

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 or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

5. **Entire Agreement**. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them 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 Action and PAGA Released Claims.

6. **Judgment and Continued Jurisdiction**. The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

a. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, through their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If 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.

7. **<u>Amendment or Modification</u>**. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

8. **<u>Authorization to Enter into Binding Settlement Agreement</u>**. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant IDX Corporation and to bind IDX Corporation to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent 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 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 Settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

9. **<u>Binding on Successors and Assigns</u>**. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10. **<u>Execution and Counterparts</u>**. 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 provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **<u>Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable</u>**. 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. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12. **<u>Escalator Clause.</u>** Based on a review of its records to date, Defendant estimates

there are approximately 3,718 pay periods worked by the Aggrieved Employees in the PAGA Period. If the total number of pay periods increases by more than 10% (i.e. Aggrieved Employees' pay periods exceed 4,089), Defendant, at its option, can either choose to: (1) cut off the end date for the PAGA Period as of the date on which the number of pay periods reaches 4,089, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of pay periods worked by the Aggrieved Employees above the 10% (i.e., if there was 11% increase in the number pay periods during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%)

13. **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.

14. **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 Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **No 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.

16. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator and/or Court to resolve such disagreement.

17. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA 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 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

19. **Confidentiality and Publicity**. To the extent permitted by law, all agreements made, and orders entered during Action and in this Settlement relating to the confidentiality of information shall survive the execution of this Settlement. Plaintiff and his respective counsel also will not post any information identifying Defendant by name about the settlement on social media or their firms' websites (Plaintiff may report the result using generic language such as "Plastering Company").

IN WITNESS THEREOF, the Parties each acknowledge that 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.

PLAINTIFF: COLBY WILLIAMS

Dated: 06/20/2025 By: ________________________________
Colby Williams

DEFENDANT: IDX CORPORATION

Dated: _______________ By: ________________________________
Name:

APPROVED AS TO FORM AND CONTENT:

SOMMERS SCHWARTZ, P.C.

Dated: 6/20/2025 By: ________________________________
Kevin Stoops, Esq.
Paulina R. Kennedy, Esq.
Attorney for Plaintiff Colby Williams

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PLAINTIFF: COLBY WILLIAMS

Dated: ________________ By: ________________________________
Colby Williams

DEFENDANT: IDX CORPORATION

DocuSigned by:
Scott Stewart
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Dated: June 24, 2025 By: ________________________________
Name: Scott Stewart

APPROVED AS TO FORM AND CONTENT:

SOMMERS SCHWARTZ, P.C.

Dated: ________________ By: ________________________________
Kevin Stoops, Esq.
Paulina R. Kennedy, Esq.
Attorney for Plaintiff Colby Williams

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: __June 26, 2025______ By: ______________________________

Frank L. Tobin
Cameron J. Davila
Attorneys for Defendant
IDX Corporation