PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiffs Cheryl A. Gerrish ("Plaintiff Gerrish") and Shenika Akins ("Plaintiff Akins") (together, "Plaintiffs"), on the one hand, and Defendant Orange County's Credit Union ("Defendant"), on the other. Collectively, Plaintiffs and Defendant are the "Parties," and each a "Party," to this Settlement.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *Cheryl A. Gerrish et al. v. Orange County's Credit Union*, Orange County Superior Court, Case No. 30-2024-01400951-CU-OE-CXC, filed on May 21, 2024.

2. "Administration Costs Payment" means the Court-approved payment for administration services, in accordance with the Settlement Administrator's bid submitted to the Court in connection with approval of this Settlement, up to Five Thousand Dollars and Zero Cents ($5,000.00).

3. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, including, for each Aggrieved Employee, his or her full name, last-known mailing and/or email address, Social Security Number, dates of employment, and number of PAGA Pay Periods.

4. "Aggrieved Employees," for purposes of Settlement, means of all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

5. "Approval Order" means the Court's order approving this Settlement.

6. "Court" means the Superior Court of California for Orange County.

7. "Defendant" means Orange County's Credit Union, the named defendant in the Action.

8. "Defense Counsel" means the attorneys of O'Hagan Meyer who represent Defendant.

9. "Effective Date" means the date of entry of the Court's Approval Order and Judgment.

10. "Employee Notice" means the *Court-Approved Notice of PAGA Settlement*, substantively in the form attached hereto as "Exhibit A," without material variation, to be mailed to each Aggrieved Employee with his or her Individual PAGA Payment.

11. "Gross Settlement Amount" is the non-reversionary sum of Three Hundred Thousand Dollars and Zero Cents ($300,000.00), subject to potential increase under the Escalator

Clause and entry of the Court's Approval Order, which represents the total amount payable that Defendant agrees to pay.

12. "Individual PAGA Payment" means the pro-rata amount to be paid to each Aggrieved Employee from the Aggrieved Employees' 25% share of the PAGA Penalties, based on the number of PAGA Pay Periods worked during the PAGA Period as calculated by the Settlement Administrator pursuant to the formula described in Section III-5b, *infra*.

13. "Judgment" means final judgment entered by the Court based upon the Court's Approval Order.

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

15. "LWDA PAGA Payment" means 75% of the PAGA Penalties, to be paid to the LWDA pursuant to Labor Code section 2699.

16. "Net Settlement Amount" or "PAGA Penalties" is the amount to be distributed to the LWDA and Aggrieved Employees after the following, in amounts approved by the Court, are subtracted from the Gross Settlement Amount: (a) PAGA Counsel Fees Payment; (b) PAGA Counsel Costs Payment; and (c) Administration Costs Payment.

17. "Operative Complaint" means Plaintiffs' Second Amended Representative Action Complaint filed in this Action on November 12, 2024.

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

19. "PAGA Counsel Fees Payment" mean the Court-approved payment to PAGA Counsel for reasonable attorneys' fees incurred to prosecute the Action, up to one-third of the Gross Settlement Amount and currently estimated at One Hundred Thousand Dollars and Zero Cents ($100,000.00).

20. "PAGA Counsel Costs Payment" mean the Court-approved payment to PAGA Counsel for reimbursement of actual expenses incurred to prosecute the Action, up to Twenty-One Thousand Dollars and Zero Cents ($21,000.00).

21. "PAGA Notice" means Plaintiff Gerrish's letter dated May 19, 2024, and Plaintiff Akins' letter dated September 7, 2024, submitted online to the LWDA pursuant to Labor Code section 2699.3(a), and served on Defendant via certified mail, which provided notice of alleged Labor Code violations covered by this Settlement.

22. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

23. "PAGA Period" means the time period from May 19, 2023, through the earlier of 60 days from the date of mediation or the date of the Court's Approval Order.

24. "Plaintiffs" means Cheryl A. Gerrish and Shenika Akins, the named plaintiffs in the Action.

25. "Plaintiff's Counsel" or "PAGA Counsel" means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC.

26. "Released PAGA Claims" means the claims being released through this Settlement, as described in Section III-6, *infra*.

27. "Released Parties" means Defendant and each of its past, present and future owners, parents, affiliates, related companies, divisions, subsidiaries, and all their past, present and future officers, directors, partners, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, advisors, accountants, attorneys, insurers, reinsurers, trustees, heirs, executors, administrators, and representatives.

28. "Settlement Administrator" means ILYM Group, Inc., the neutral entity the Parties have jointly appointed to administer this Settlement, following a competitive bidding process, subject to the Court's approval.

II. <u>RECITALS</u>

1. Plaintiffs allege that Defendant is liable for civil penalties under PAGA based on failure to: (1) pay for all minimum wages, including for off-the-clock work; (2) pay all overtime wages, including for failure to properly calculate the "regular rate of pay"; (3) provide meal periods or premiums for non-compliant meal periods; (4) authorize and permit rest periods, or provide premiums for non-compliant rest periods; (5) timely pay final wages; (6) provide accurate itemized wage statements; and (7) provide reimbursement for necessary expenditures.

2. On May 19, 2024, Plaintiff Gerrish, through her PAGA Notice, provided written notice to the LWDA of her claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Section II-1, *supra*. On May 21, 2024, Plaintiff Gerrish filed a Class Action Complaint against Defendant in the California Superior Court for Orange County (Case No. 30-2024-01400951-CU-OE-CXC). The LWDA did not indicate any intent to investigate the allegations within the administrative exhaustion period. Accordingly, Plaintiff Gerrish timely filed a first amended complaint on July 23, 2024, to allege a ninth cause of action under PAGA, on behalf of herself, other Aggrieved Employees, and the LWDA. In compliance with Labor Code section 2699, Plaintiff Gerrish timely submitted a conformed copy of the amended complaint to the LWDA, which contained the court-assigned case number. To date, the LWDA has not sought to intervene in this Action.

3. After the Action was filed, Plaintiff Gerrish and Defendant met and conferred regarding an arbitration agreement signed by Plaintiff Gerrish that contained a class action waiver. Plaintiff Gerrish and Defendant subsequently stipulated to dismiss the class claims and stay proceedings pending arbitration of the individual claims, except for the filing of a first amended complaint to add a PAGA claim, which the Court granted by way of Order entered on July 11, 2204. On August 5, 2024, the Court dismissed the class claims without prejudice. In lieu of initiating arbitration, Plaintiff Gerrish and Defendant agreed to schedule mediation.

4. PAGA Counsel was subsequently retained by Plaintiff Akins who alleged similar claims against Defendant. The Parties met and conferred regarding a stipulation to amend the complaint to add Plaintiff Akins. On September 7, 2024, Plaintiff Akins submitted a PAGA Notice to the LWDA regarding her claims for civil penalties pursuant to PAGA stemming from alleged

violations of the California Labor Code described in Section II-1, *supra*. On October 18, 2024, the Court granted leave to amend the complaint to add Plaintiff Akins. On November 12, 2024, Plaintiffs filed the Second Amended Representative Action Complaint (the "Operative Complaint").

5. Prior to mediation, the Parties engaged in an informal but extensive discovery exchange. Defendant provided Plaintiffs with Plaintiffs' respective personnel file, time records, and wage statements, three employee handbooks in effect during the relevant period, an approximate 20% sample of time and corresponding payroll records for Aggrieved Employees, and estimated numbers of Aggrieved Employees and PAGA Pay Periods. Accordingly, Plaintiffs' Counsel was able to meaningfully investigate the allegations and assess Defendant's exposure.

6. On May 14, 2025, the Parties participated in mediation with experienced neutral the Honorable (ret.) Carl West, Esq. A resolution was reached at mediation, and the material terms of which were memorialized in a written Memorandum of Understanding Re: Settlement ("MOU") that was fully executed by the Parties as of May 30, 2025.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

1. **Non-Admission**. Defendant's signature on this Agreement is not, and shall not be construed as, an admission of liability or to the suitability of this case for representative litigation other than for purposes of the Settlement. Likewise, Plaintiffs' signature on this Agreement is not, and shall not be construed as, an admission of the merits of Defendant's defenses in the Action. This Agreement shall be inadmissible in any proceeding other than to effectuate the Settlement.

2. **Gross Settlement Amount**. As consideration for full resolution of the PAGA claims alleged in the Action, Defendant agrees to pay a non-reversionary Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00), subject to potential increase under the Escalator Clause provided for in Section III-3, *infra*, and entry of the Court's Approval Order. Defendant will fund the Gross Settlement Amount by transmitting the funds into Qualified Settlement Fund established and maintained by the Settlement Administrator within thirty (30) calendar days of entry of the Court's Approval Order. The Gross Settlement Amount will be used to pay all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment, the PAGA Counsel Fees and Costs Payments, and the Administration Costs Payment to the Settlement Administrator.

3. **Escalator Clause**. The Gross Settlement Amount was negotiated based on Defendant's estimation that as of the date of the Parties' mediation, there are 14,519 cumulative PAGA Pay Periods worked by approximately 370 Aggrieved Employees. If the actual number of PAGA Pay Periods as of the Court's Approval Order is more than 10% of the estimated count (i.e., if the actual number of PAGA Pay Periods is more than 15,970.9), Defendant agrees to make a pro-rata increase to the Gross Settlement Amount for each additional pay period above the escalator.

4. **Net Settlement Amount**. The Parties agree that the following payments should be subtracted from the Gross Settlement Amount, as approved and specifically stated in the Court's Approval Order, resulting in a Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees:

a. PAGA Counsel Fees and Costs Payments. Defendant agrees to not oppose PAGA Counsel's request for attorneys' fees in an amount up to one-third of the Gross Settlement Amount (currently estimated to be One Hundred Thousand Dollars and Zero Cents ($100,000.00) and costs incurred in prosecuting this Action, up to Twenty-One Thousand Dollars and Zero Cents ($21,000.00). In the event the Court approves a payment of less than the foregoing amounts, the difference will be added to the Net Settlement Amount (although Plaintiff and/or PAGA Counsel may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report these payments on one or more IRS Form 1099 issued to PAGA Counsel.

b. Administration Costs Payment. Defendant agrees to not oppose the Settlement Administrator's costs in the amount up to Five Thousand Dollars and Zero Cents ($5,000.00) for its services and costs in administering this Settlement. In the event the Court approves a payment of less than the foregoing amount and/or actual administration costs are less, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount**. The Net Settlement Amount shall be distributed pursuant to Labor Code section 2699 as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees through Individual PAGA Payments on a pro rata basis according to the number of PAGA Pay Periods worked during the PAGA Period. The Settlement Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by (a) dividing the amount of the 25% share of PAGA Penalties to Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the individual Aggrieved Employee's PAGA Pay Periods. Individual PAGA Payments will be treated as 100% penalties for tax purposes and reported by the Settlement Administrator using IRS Form 1099.

Defendant fully discharges its obligations to those Aggrieved Employees to whom an Individual PAGA Payment is paid through the mailing of a check, as described in Section IV-3, *infra*, regardless of whether such checks are actually received, cashed, and/or deposited by Aggrieved Employees.

6. **Released PAGA Claims**. Upon entry of the Court's settlement approval order and Defendant's full settlement funding, Plaintiffs will release, on behalf of themselves, the LWDA, and all other Aggrieved Employees, all claims against the Released Parties for civil penalties under the California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, arising during the PAGA Period and which were alleged in Plaintiffs' PAGA Notices to the LWDA and in Plaintiffs' operative Second Amended Representative Action Complaint ("Released PAGA Claims").

7. **No Right to Opt-Out**. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude oneself from the Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to utilize ILYM Group, Inc. to handle the administration of this Settlement based on the results of a competitive bidding process.

2. **Funding and Settlement Administration Timeline**:

a. Provision of Aggrieved Employee Data. Within fourteen (14) calendar days of the Court's Approval Order, Defendant will provide the Settlement Administrator with the Aggrieved Employee Data. Defendant 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 or other format requested by the Settlement Administrator, and shall include for each Aggrieved Employee: his or her full name, last-known mailing and/or email address, Social Security Number, dates of employment, and number of PAGA Pay Periods. 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 three (3) business days of receipt of the Aggrieved Employee Data, the Settlement Administrator will perform a search on the National Change of Address database to update Aggrieved Employees' addresses.

b. Funding. Within thirty (30) calendar days of the Court's Approval Order, Defendant will fund the Gross Settlement Amount, and any increase owed pursuant to the Escalator Clause, by transmitting the funds into a Qualified Settlement Fund established and maintained by the Settlement Administrator.

c. Disbursement. Within fourteen (14) calendar days of Defendant's full funding of all settlement amounts owed, the Settlement Administrator will disburse all payments in the amounts as approved by the Court's Approval Order. Settlement checks will remain negotiable for 180 days, and each check shall prominently state the 180-day cash checking void date ("Void Period").

d. Accounting. Within fourteen (14) calendar days of the expiration of the 180-day void period, the Settlement Administrator will provide the Parties with an accounting of the amounts paid from the Settlement and amounts of any funds remaining uncashed and/or undeposited.

3. **Employee Notice and Individual PAGA Payments**. The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee as their Individual PAGA Payment using the formula set forth in Section III-5b, *supra*. The Settlement Administrator will disburse Individual PAGA Payments without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. Within seven (7) calendar days of receiving the Court-approved Employee Notice from PAGA Counsel, the Settlement Administrator will circulate to PAGA Counsel and Defense Counsel a formatted Employee Notice for counsel's approval. The Settlement Administrator will mail the approved Employee Notice, as individualized to each Aggrieved Employee, along with an Individual PAGA Payment to each Aggrieved Employee via regular First Class U.S. Mail. The Settlement Administrator will exercise its best judgment to determine the current address for each Aggrieved Employee. The address

identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Aggrieved Employee.

4. **Undeliverable Notices**. Within seven (7) calendar days of receipt of an undeliverable check, the Settlement Administrator will promptly resend the check 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 address search, and will perform a single re-mailing to the correct address located. The Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose checks are returned as undelivered a second time. Notwithstanding the foregoing, the Settlement Administrator will promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced and requested by the Aggrieved Employee prior to the check Void Period. Notwithstanding the expiration of the Void Period, the Settlement Administrator will promptly send a replacement tax form to any Aggrieved Employee whose original tax form was lost or misplaced.

5. **Uncashed Checks**. The dollar value of all uncashed checks—that is, checks that remain uncashed for more than 180 days following issuance by the Settlement Administrator—shall be canceled and distributed by the Settlement Administrator in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, the uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held pursuant to the Unclaimed Property Law under California Civil Code sections 1500, *et seq.*, in the name of the Aggrieved Employee until such time that he or she claims his or her property. In this manner, PAGA Counsel and Defense Counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

6. **Tax Consequences**. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither the Parties nor their respective counsel make any representations or warranties with respect to tax consequences of any payment under this Settlement. Any and all tax consequences of any payment made under this Agreement, including any penalties or interest that might arise from any challenge by the Internal Revenue Service or any similar State, regional, or local agency to the tax treatment of any amounts paid pursuant to this Agreement, shall be the responsibility of the recipient of the payment alone and not the responsibility of any of the Parties.

V. MISCELLANEOUS PROVISIONS

1. **Confidentiality**. In response to any inquiries, Plaintiffs and PAGA Counsel will state that "the case was resolved," or something to that effect. Plaintiffs and PAGA Counsel will not communicate with or to anyone about the Settlement or anything to do with the Settlement, nor report the Settlement or its content in any medium or in any publication, will not post or report anything regarding the claims of Plaintiffs or Aggrieved Employees online or through social media, and will not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, PAGA Counsel is authorized to make a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA. Further, nothing in this provision is intended to prohibit: (i) Plaintiffs from discussing the Settlement with their immediate family members, attorneys, or tax advisors; (ii) PAGA Counsel from citing the Settlement as evidence

supporting their competence as counsel in wage-and-hour class and/or PAGA action matters; (iii) PAGA Counsel from meeting fiduciary duties owed to Plaintiffs and any Aggrieved Employees; or (iv) PAGA Counsel from communicating with Plaintiffs, the LWDA, or with the Court. Any proven breach of the confidentiality provision will result in a payment of liquidated damages in the amount of 2% of the settlement payment by the breaching party.

2. **Motion for Approval**. Upon full execution of this Agreement, Plaintiffs will promptly prepare and file all documents necessary for obtaining settlement approval pursuant to Labor Code section 2699, including: (i) a proposed Approval Order; (ii) a proposed Judgment; (iii) a signed declaration from the Settlement Administrator attaching its bid for administering this Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee 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 relevant to this Action; and the nature and extent of any financial relationship with the Parties, PAGA Counsel, or Defense Counsel; (iv) a signed declaration from PAGA Counsel attesting to timely transmission to the LWDA of all necessary documents (i.e., initial notice of violations (Lab. Code § 2699.3(a)); Operative Complaint (Lab. Code § 2699); this Agreement (Labor Code § 2699)) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Settlement Administrator. In their declaration, PAGA Counsel shall aver whether they are aware of any other pending matter asserting claims that will be extinguished or adversely affected by the Settlement, including based on information provided by Defendant (or the lack thereof). The Parties agree that mediator Hon. Carl West may, at his discretion, execute a declaration supporting the Settlement and that the Mediator may, in its discretion, contact the Orange County Court to discuss the Settlement.

3. **Judgment**. As part of the motion to approve the Settlement, Plaintiffs shall submit a proposed approval order and judgment which enters Judgment in the Action in accordance with the terms of the Settlement and retains the Court's jurisdiction over the Parties, the Action, and the Settlement for the purpose of enforcing the terms of the Settlement, the Approval Order, and/or Judgment. The Judgment will release Plaintiffs' individual claims with prejudice, provided, however, that the release of any claims will not be effective until Defendant has fully met all of its settlement payment obligations, as provided for under the Parties' MOU and this Agreement.

4. **Duty to Cooperate**. If the Court does not grant settlement approval outright, or if the Court conditions settlement approval on any material change to Settlement (i.e., any terms contained in the Parties' MOU), the Parties agree to expeditiously work together, and in good faith, to modify the terms of Settlement and/or otherwise address the Court's concerns.

5. **Termination of Settlement**. If the Court denies settlement approval outright, if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then any Party shall have the right within seven (7) calendar days of written notice thereof to the other Parties to elect to terminate the Settlement. In this event, the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective positions as of the date immediately prior to the execution of the MOU, including Defendant's contention that a representative action is not appropriate, among its other defenses.

6. **Mutual Preparation and Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiffs nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement 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 and opportunity by the Parties to review and ask questions regarding the Agreement prior to signing it, all Parties have contributed to the preparation of this Settlement.

7. **Entire Agreement and Modification**. The Parties each acknowledge and represent that this Agreement contains the entire agreement, as of the below date of signature, between the Parties with respect to settlement of the Released PAGA Claims. This Agreement may be amended, modified, or changed only by an express written instrument signed by all Parties and their legal representatives.

8. **Binding on Successors**. The Parties agree that this Settlement shall be binding on, and inure to the benefit of, any of the Parties' successors, heirs, and/or assigns.

9. **No Transfer**. The Parties represent and warrant that they have 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.

10. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and any other fees or litigation costs incurred in connection with this Settlement and the Action, except as otherwise set forth specifically herein this Agreement.

11. **Enforcement, Law, and Continuing Jurisdiction**. Pursuant to California Code of Civil Procedure section 664.6, or any other procedure permitted by law, the Parties agree that this Agreement is binding and enforceable to the full extent permitted by law. The Parties stipulate to the continuing jurisdiction of Orange County Superior Court over the Parties, this Agreement, and the Settlement for purposes of (i) enforcing this Agreement, the Approval Order, and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. The Parties further stipulate that the Settlement is admissible and subject to disclosure for purposes of enforcement and interpretation, and that the validity, interpretation, and performance of this Settlement shall be construed and interpreted according to the laws of the State of California. In the event of any controversy, claim, or dispute relating to this Settlement or the breach of it by any Party, the prevailing party shall be entitled to recover reasonable attorneys' fees and litigation costs incurred in that controversy, claim, or dispute, in addition to any other relief to which the Party may be entitled. As used in this paragraph, the term "prevailing party" means the Party to a lawsuit or other similar proceeding who successfully prosecutes the proceeding or successfully defends against it.

12. **Stay of Litigation**. The Parties agree that as of the Court's order entered on July 11, 2024, the Action, including discovery, is stayed. The Parties further agree that the Action will continue to be stayed, except to effectuate the terms of the Settlement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial

under California Code of Civil Procedure section 583.310 shall be extended for the duration of the settlement approval process.

13. **Authority**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. Any individual signing this Settlement on behalf of Defendant represents and warrants that he or she has full authority to do so.

14. **Execution and Counterparts**. This Settlement is subject only to the execution of all Parties and may be executed in one or more counterparts and electronic signatures shall be accepted. It is not necessary for all Parties to sign the same document. 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.

15. **Acknowledgement of a Fair and Reasonable Settlement**. The Parties believe this Settlement is a fair, adequate, and reasonable resolution of the Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced and impartial mediator.

16. **Consultation with Counsel and Voluntary Agreement**. The Parties agree that this Settlement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties acknowledge that each has read this Settlement, that each fully understands each of their rights, privileges, and duties under the Settlement, and that each enters into this Settlement freely and voluntarily, and without duress. The Parties further acknowledge that each had the opportunity to consult with competent counsel of their choice prior to execution of this Settlement, regarding the terms of this Settlement and the consequences of signing this Agreement.

17. **Severability**. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement 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 stricken, amended, and/or 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.

18. **Waiver**. No waiver of any condition or covenant contained in this Settlement 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.

[Signatures on following page]

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: Aug 11, 2025

Cheryl Gerrish (Aug 11, 2025 10:46:05 PDT)

Plaintiff, Cheryl A. Gerrish

Dated: ____________________

Plaintiff, Shenika Akins

Dated: ____________________

Defendant, Orange County's Credit Union

By: ______________________________

Its: ______________________________

APPROVED AS TO FORM ONLY BY:

Plaintiffs' Counsel:
Dated:

MOON LAW GROUP, PC

By: ______________________________

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs

Defense Counsel:
Dated:

O'HAGAN MEYER

By: ______________________________

Kate Den Bleyker
Attorneys for Defendant

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: ____________________ ____
Plaintiff, Cheryl A. Gerrish

Dated: Aug 11, 2025 ____
Shenika Akins (Aug 11, 2025 12:20:33 PDT)
Plaintiff, Shenika Akins

Dated: ____________________ ____
Defendant, Orange County's Credit Union

By: ________________________________

Its: ________________________________

APPROVED AS TO FORM ONLY BY:

Plaintiffs' Counsel:
Dated: August 11, 2025

MOON LAW GROUP, PC

By: ________________________________
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs

Defense Counsel:
Dated:

O'HAGAN MEYER

By: ________________________________
Kate Den Bleyker
Attorneys for Defendant

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: ____________________

Plaintiff, Cheryl A. Gerrish

Dated: ____________________

Plaintiff, Shenika Akins

Dated: August 20, 2025

Defendant, Orange County's Credit Union

By: Kathy Jumper

Its: President & CEO

APPROVED AS TO FORM ONLY BY:

Plaintiffs' Counsel:
Dated:

MOON LAW GROUP, PC

By: ____________________
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs

Defense Counsel:
Dated: August 21, 2025

O'HAGAN MEYER

By: K Den Bleyker
Kate Den Bleyker
Attorneys for Defendant

EXHIBIT A

[Settlement Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

COURT-APPROVED NOTICE OF PAGA SETTLEMENT

Enclosed please find a check in the amount of $[INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check because of a lawsuit brought by Plaintiffs Cheryl A. Gerrish ("Plaintiff Gerrish") and Shenika Akins ("Plaintiff Akins") (together, "Plaintiffs") against Defendant Orange County's Credit Union ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs' lawsuit was filed on May 21, 2024, in the Orange County Superior Court, Case No. 30-2024-01400951-CU-OE-CXC (the "Action").

Plaintiffs' Action against Defendant seeks civil penalties pursuant to the PAGA, a law that allows Plaintiffs to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiffs claim were "aggrieved" by Defendant's alleged violations of the California Labor Code. Specifically, Plaintiffs claim that Defendant is liable under PAGA for allegedly failing to: (1) pay for all minimum wages, including for off-the-clock work; (2) pay all overtime wages, including for failure to properly calculate the "regular rate of pay"; (3) provide meal periods or premiums for non-compliant meal periods; (4) authorize and permit rest periods, or provide premiums for non-compliant rest periods; (5) timely pay final wages; (6) provide accurate itemized wage statements; and (7) provide reimbursement for necessary expenditures.

Defendant strongly denies Plaintiffs' claims and maintains that it fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the Parties agreed to settle all claims alleged in the Action. By settling this Action, Defendant is not admitting to any liability or wrongdoing, and Defendant continues to deny that it owes any civil penalties to the government or to you.

On [insert date], 2025, the Orange County Superior Court approved the Settlement, including the release of claims described below. Pursuant to PAGA, a portion of the Settlement is being paid to the government and a portion is being paid to the following individuals: all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period (the "Aggrieved Employees"). For purposes of Settlement, the "PAGA Period" is May 19, 2023, through [the earlier of 60 days from the date of mediation or the date of the Court's Approval Order]. You are receiving a portion of the Settlement because Defendant's business records indicate that you worked for Defendant at least one day at any time during the PAGA Period.

The enclosed check represents your share of the Settlement. This amount was calculated by the Settlement Administrator based on your employment records in Defendant's possession showing the number of pay periods your worked during the PAGA Period. Specifically, Defendant's business records show that you worked [**number**] of pay periods in the PAGA Period.

You will not be retaliated against for cashing or depositing the enclosed check. It is entirely up to you whether you cash your check or not. Regardless of what you do with the check issued to you, by law and the Court's Settlement approval order, you will be deemed to have released the "Released Parties" from the "Released PAGA Claims," as those terms are described below.

One hundred percent (100%) of your payment under the Settlement will be considered penalties for tax purposes and will be reported to the IRS and state tax authorities. Plaintiffs, Defendant, nor their respective counsel make any representations or warranties with respect to tax consequences of any settlement payment. Any and all tax consequences of any payment made under this Settlement, including any penalties or interest that might arise from any challenge by the IRS or any similar state, regional, or local agency to the tax treatment of any amounts paid pursuant to the Settlement, will be the responsibility of the recipient of the payment alone and not the responsibility of Plaintiffs, Defendant, or their counsel.

If you do not cash your check within 180 days of issuance, the funds will be sent to the California State Controller's Office for Unclaimed Property to be held pursuant to the Unclaimed Property Law under California Civil Code sections 1500, *et seq.*, in your name until such time that you claim your property.

This Settlement bars you and other Aggrieved Employees, for the period spanning January 27, 2020, through September 30, 2021, from pursuing all claims against the Released Parties for civil penalties under the California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, arising during the PAGA Period and which were alleged in Plaintiffs' PAGA Notices to the LWDA and in Plaintiffs' operative Second Amended Representative Action Complaint ("Released PAGA Claims"). The "Released Parties" include Defendant and each of its past, present and future owners, parents, affiliates, related companies, divisions, subsidiaries, and all their past, present and future officers, directors, partners, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, advisors, accountants, attorneys, insurers, reinsurers, trustees, heirs, executors, administrators, and representatives.

Plaintiffs' PAGA Notices were submitted to the LWDA on May 19, 2024, and September 7, 2024. Plaintiffs' Second Amended Representative Action Complaint was filed in the Orange County Superior Court on November 12, 2024.

Do not call or write the Court or Office of the Clerk to ask questions about the Settlement.

For further information about the Action, access to copies of court filings, if you have any questions about the Settlement, or if you need a replacement check and/or tax form issued to you, you may write to the Settlement Administrator at the following contact information: [insert Settlement Administrator name, address, and email].