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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ANTHONY MANOS, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

v.

ACRISURE OF CALIFORNIA
PARTNER GROUP, LLC, a Limited
Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 24CV011682

[Assigned for All Purposes to Honorable Jill
Talley in Department 23]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

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1 This Joint Stipulation of Class Action and PAGA Settlement and Release
2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff
3 Anthony Manos (“Plaintiff” or “Class Representative”), as an individual and on behalf of all
4 others similarly situated and aggrieved employees, and Defendant Acrisure of California
5 Partner Group, LLC (“Defendant”) (together with Plaintiff, the “Parties”).

6 This Settlement Agreement shall be binding on Plaintiff and Class Members (as
7 defined herein) and on Defendant, subject to the terms and conditions hereof and the approval
8 of the Court.

9 **A. RECITALS**

10 1. On June 12, 2024, Anthony Manos (“Manos,” or “Plaintiff”) commenced a
11 putative class action against Defendant entitled *Anthony Manos v. Acrisure of California*
12 *Partner Group, LLC*, in the Superior Court for the State of California for the County of
13 Sacramento, Case No. 24CV011682 (the “Action”). The action alleged violations of California
14 Labor Code section 226(a).

15 2. On June 12, 2024, Manos filed a letter with the California Labor and Workforce
16 Development Agency (“LWDA”) alleging claims against Defendant pursuant to Labor Code §
17 2699.3 and seeking penalties under the Private Attorney General Act codified in Labor Code §
18 2698, *et. seq.* (“PAGA”), based solely on the violation of Labor Code section 226(a).

19 3. On December 5, 2024, Manos amended the complaint filed in the Action adding
20 a PAGA cause of action against Defendant (the “operative Complaint”).

21 4. The Parties informally began to engage in settlement negotiations immediately
22 after the operative Complaint was filed and after written discovery was propounded by
23 Plaintiff. After extensive meeting and conferring and Defendant’s production of relevant
24 documents, the Parties agreed to a settlement of claims alleged in the operative Complaint.

25 5. The settlement discussions were conducted at arm’s-length, and the settlement
26 is the result of an informed and detailed analysis of Defendant’s potential liability and total
27 exposure in relation to the costs and risks associated with continued litigation.

28 6. Defendant denies all material allegations set forth in the Action and has asserted

1 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
2 Defendant desires to fully and finally settle the Action and Released Claims and PAGA
3 Released Claims, as defined below.

4 7. Counsel for Plaintiff has diligently investigated the claims alleged in the Action,
5 including any and all applicable defenses, and the applicable law. The investigation included,
6 *inter alia*, formal discovery, the exchange of information, data, a declaration from Defendant
7 and wage statements. Based on the documents produced, as well as counsel for Plaintiff's
8 own independent investigation and evaluation, counsel believes that the settlement with
9 Defendant for the consideration and on the terms set forth in this Settlement Agreement is
10 fair, reasonable, and adequate and is in the best interest of the alleged putative class in light
11 of all known facts and circumstances, including the risk of significant delay and uncertainty
12 associated with litigation and various defenses asserted by Defendant.

13 8. The Parties expressly acknowledge that this Settlement Agreement is entered
14 into solely for the purpose of compromising significantly disputed claims and that nothing
15 herein is an admission of liability or wrongdoing by Defendant. If for any reason the
16 Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
17 be returned to their original respective positions.

18 **B. DEFINITIONS**

19 The following definitions are applicable to this Settlement Agreement. Definitions
20 contained elsewhere in this Settlement Agreement will also be effective:

21 1. "Action" means *Manos v. Acrisure of California Partner Group, LLC*,
22 Sacramento Superior Court Case No. 24CV011682, as amended.

23 2. "Class" or "Class Member(s)" means all current and former non-exempt
24 employees of Defendant Acrisure of California Partner Group, LLC who were employed in the
25 State of California, paid overtime wages and whose wage statements failed to identify overtime
26 rates at any time during the Class Period.

27 3. "Class Counsel" or "Plaintiffs' Counsel" mean Larry W. Lee of Diversity Law
28 Group, Edward W. Choi of the Law Offices of Choi & Associates, Dennis S. Hyun of Hyun

1 Legal, APC, and William L. Marder of Polaris Law Group.

2 4. "Class Counsel Award" means such award of fees and costs and expenses as the
3 Court may authorize to be paid to Class Counsel for the services they have rendered and will
4 render to Plaintiff and the Class in the Action. Defendant agrees not to oppose a Class Counsel
5 Award of up to 33 1/3 percent (33 1/3%) of the Gross Settlement Amount, *i.e.*, the sum of
6 Ninety One Thousand Six Hundred Sixty Six and 67/100 Dollars (\$91,666.67), and costs in the
7 amount of up to Ten Thousand Dollars (\$10,000.00), subject to the Court's final approval of
8 this Settlement.

9 5. "Class List" means a complete list of all Class Members that Defendant will
10 diligently and in good faith compile from its records and provide to the Settlement
11 Administrator within fifteen (15) business days after Preliminary Approval. The Class List
12 will be password protected and formatted in a readable Microsoft Office Excel spreadsheet
13 and will include each Class Member's (1) full name; (2) last known home address; (3) last
14 known telephone number; (4) Social Security number; (5) total number of wage statements
15 affected during the Class Period and PAGA Period; and (6) any other information required by
16 the Settlement Administrator in order to effectuate the terms of the Settlement. The Class List
17 provided to the Settlement Administrator will be treated as confidential and will not be
18 disclosed to anyone, except as may be required to applicable tax authorities, pursuant to
19 Defendant's express written consent, by order of the Court, or to carry out the reasonable steps
20 described in this Settlement to locate missing Class Members.

21 6. "Class Notice" means the Notice of Class Action Settlement, substantially in
22 the form attached as "**Exhibit A.**"

23 7. "Class Period" means the time period commencing on June 12, 2023 and ending
24 on September 1, 2024.

25 8. "Class Representative" or "Plaintiff" means Anthony Manos.

26 9. "Court" means the Superior Court of the State of California for the County of
27 Sacramento.

28 10. "Defendant" means Acrisure of California Partner Group, LLC.

1 11. “Defendant’s Counsel” or “Defense Counsel” means Laura M. Booth of Shook,
2 Hardy & Bacon, L.L.P.

3 12. “Effective Date” means the first business day after all of the following events
4 have occurred: (a) this Agreement has been executed by all Parties and their respective
5 counsel; (b) the Court has given preliminary approval of the Settlement; (c) the Class Notice
6 has been given to the Class Members; (d) the Court has held a final approval hearing and
7 entered a final approval order and judgment certifying the Settlement Class and approving
8 the Settlement. In the event that there are any objections, then the “Effective Date” means in
9 addition to the previously listed conditions, the later of the following events: (i) 65 calendar
10 days following notice of entry of the Sacramento Superior Court’s final approval order and
11 judgment, assuming no appeal or request for review is filed, or (ii) if any appeal, writ or other
12 appellate proceeding opposing this settlement has been filed within 65 calendar days
13 following notice of entry of the Sacramento Superior Court’s final approval order and
14 judgment, then 30 calendar days after when any appeal, writ, or other appellate proceeding
15 opposing the Settlement has been resolved finally and conclusively with no right to pursue
16 further remedies or relief. In the event that there any objections, it is the intention of the
17 Parties that the Settlement shall not become effective until entry of the Sacramento Superior
18 Court’s final approval order is completely final, and there is no further recourse by an
19 appellant or objector who seeks to contest the Settlement.

20 13. “Final Approval” means the determination by the Court that the Settlement is
21 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based
22 thereon.

23 14. “Final Approval Hearing” means the hearing at which the Court will consider
24 and determine whether the Settlement should be granted Final Approval.

25 15. “Gross Settlement Amount” means the amount of Two Hundred Seventy-Five
26 Thousand Dollars (\$275,000.00) to be paid by Defendant in full resolution of all Released
27 Claims, PAGA Released Claims and the Action. The Gross Settlement Amount includes all
28 Individual Settlement Payments to Participating Class Members, the Incentive Payment to

1 Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA
2 Penalties, and Class Counsel Award. In no event shall Defendant be required to pay any
3 amounts above this Gross Settlement Amount.

4 16. "Incentive Payment" means the amount that the Court authorizes to be paid to
5 Plaintiff, in addition to his Individual Settlement Payment and Individual PAGA Payment, in
6 recognition of his efforts and risks in assisting with the prosecution of the Action and in
7 exchange for a general release and waiver of Civil Code § 1542. Subject to the Court granting
8 final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars
9 (\$10,000.00) from the Gross Settlement Amount.

10 17. "Individual PAGA Payment" means the amount payable from the Net PAGA
11 Penalties to each PAGA Member.

12 18. "Individual Settlement Payment" means the amount payable from the Net
13 Settlement Amount to each Participating Class Member.

14 19. "Net PAGA Penalties" means twenty-five percent (25%), *i.e.*, the sum of Twenty
15 Thousand Dollars (\$20,000.00), of the PAGA Penalties, which shall be distributed to PAGA
16 Members.

17 20. "Net Settlement Amount" means the balance of the Gross Settlement Amount
18 remaining after deduction of the approved Incentive Payment to Plaintiff, Settlement
19 Administration Costs, PAGA Penalties, and Class Counsel Award. The entire Net Settlement
20 Amount is the maximum amount that will be available for distribution to Participating Class
21 Members.

22 21. "Notice of Objection" means a Class Member's valid and timely written
23 objection to the Settlement, which must be in writing and include: (a) the case name and
24 number of the Action; (b) the objector's full name, signature, address, and telephone number,
25 (c) a written statement of all grounds for the objection accompanied by any legal support for
26 such objection, and (d) copies of any papers, briefs, or other documents upon which the
27 objection is based. Any Notice of Objection received shall apply solely to the release of the
28 class claims. There is no right to object to the PAGA Released Claims.

1 22. “PAGA Member” means all current and former non-exempt employees of
2 Defendant Acrisure of California Partner Group, LLC who were employed in the State of
3 California, paid overtime wages and whose wage statements failed to identify overtime rates
4 at any time during the PAGA Period.

5 23. “PAGA Penalties” means the portion of the Gross Settlement Amount that the
6 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under
7 California Labor Code § 2698, et seq., the Private Attorneys General Act (“PAGA”). The
8 amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code
9 § 2699(1). The Parties have agreed that Twenty Thousand Dollars (\$20,000.00) of the Gross
10 Settlement Amount shall be allocated to the resolution of the PAGA Members’ claims arising
11 under PAGA. Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Penalties, i.e.,
12 the sum of Fifteen Thousand Dollars (\$15,000.00), shall be paid to the California Labor and
13 Workforce Development Agency. The remaining twenty-five percent (25%) of the PAGA
14 Penalties, i.e., the sum of Five Thousand Dollars (\$5,000.00) (“Net PAGA Penalties”), shall
15 be distributed to the PAGA Members.

16 24. “PAGA Period” means the time period commencing on June 12, 2023 and
17 ending September 1, 2024, for non-exempt California-based employees who were paid
18 overtime and whose wage statements failed to identify overtime rates at any time during the
19 PAGA Period.

20 25. “PAGA Released Claims” means all claims, causes of action, demands,
21 damages, or liabilities arising at any time during the PAGA Period that were pled or which
22 could have been pled based on the factual allegations contained in the operative Complaint
23 in the Action or any amendments thereto, for civil penalties under the PAGA premised on
24 alleged violations of Labor Code §§ 226 and 2698, *et seq.*

25 26. “Parties” means Plaintiff and Defendant, collectively, and “Party” means
26 Plaintiff or Defendant.

27 27. “Preliminary Approval” means entry of the Court order granting preliminary
28 approval of the Settlement Agreement.

1 28. “Released Class Claims” means all claims, causes of action, demands, damages,
2 or liabilities arising at any time during the Class Period that were pled or which could have
3 been pled based on the factual allegations contained in the operative Complaints in the
4 Actions or any amendments thereto, including but not limited to claims for violation of Cal.
5 Labor Code § 226(a), which are premised on the violations described above. The Released
6 Class Claims extend to all theories of relief, whether under California law, federal law, state
7 law, or common law (including, without limitation, as alleged violations of the California
8 Labor Code, the IWC Wage Orders, or applicable regulations. The Released Claims include
9 all types of relief available for the Released Claims, including without limitation any claims
10 for damages, losses, penalties, fines, attorneys’ fees, costs, expenses, interest, injunctive
11 relief, declaratory relief, or liquidated damages.

12 29. “Released Parties” means Defendant, including each of its past, present and/or
13 future parent companies, subsidiaries, affiliates, divisions, related companies, successors, and
14 predecessors, as well as their respective past, present and future owners, officers, directors,
15 shareholders, employees, agents, members, managers, principals, representatives,
16 accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators,
17 company-sponsored employee benefit plans, assigns, joint venturers, and attorneys, both
18 individually and in their official capacities, as well as all persons acting by, through, under,
19 or in concert with any of these persons or entities.

20 30. “Request for Exclusion” means a timely letter submitted by a Class Member
21 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
22 clearly state that the Class Member does not wish to be included in the Settlement; (b) set
23 forth the name, address, telephone number, and last four digits of the Social Security Number
24 of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned
25 by mail to the Settlement Administrator at the specified address indicated in the Class Notice;
26 and (e) be postmarked on or before the Response Deadline.

27 31. “Response Deadline” means forty-five (45) days after the Settlement
28 Administrator initially mails the Class Notice to Class Members, and the last date on which

1 Class Members may submit Requests for Exclusion or Notices of Objections to the
2 Settlement.

3 32. “Settlement Administration Costs” means the fees and expenses reasonably
4 incurred by the Settlement Administrator as a result of the procedures and processes expressly
5 required by this Agreement, which are estimated at Nine Thousand Dollars (\$9,000.00). Any
6 portion of the Settlement Administration Costs not used or approved by the Court shall be
7 added to the Net Settlement Amount.

8 33. “Settlement Administrator” means Phoenix Settlement Administrators, or any
9 other third-party class action settlement administrator agreed to by the Parties and approved
10 by the Court for purposes of administering this Settlement.

11 34. “Participating Class Members” means all Class Members who do not submit a
12 valid and timely Request for Exclusion.

13 35. “Settlement Payment Check” means the payment of the Individual Settlement
14 Payments to Participating Class Members and Individual PAGA Payments to PAGA Members.

15 **C. ADMINISTRATION OF SETTLEMENT**

16 1. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
17 believe this Agreement is a fair, adequate, and reasonable settlement of the Actions and have
18 arrived at this Settlement after arm’s-length negotiations and in the context of adversarial
19 litigation, taking into account all relevant factors, present and potential. The Parties further
20 acknowledge that they are each represented by competent counsel and that they have had an
21 opportunity to consult with their counsel regarding the fairness and reasonableness of this
22 Agreement.

23 2. Non-Reversionary Settlement. This is a “non-reversionary” settlement. Under
24 no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Class
25 Members will not have to make a claim in order to receive an Individual Settlement Payment
26 or Individual PAGA Payment. Distributions, in the form of Individual Settlement Payments
27 and Individual PAGA Payments, will be made directly to each Participating Class Member and
28 PAGA Member.

1 3. Funding of the Gross Settlement Amount. Within fourteen (14) business days
2 of the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement
3 Amount into a Qualified Settlement Fund to be established by the Settlement Administrator.

4 4. Class Counsel Award. Defendant agrees not to oppose or impede any application
5 or motion by Class Counsel for attorneys' fees of up to thirty-three and one third percent (33
6 1/3%) of the Gross Settlement Amount, *i.e.*, the sum of Ninety One Thousand Six Hundred
7 Sixty Six and 67/100 (\$91,666.67), and costs in the amount of up to Ten Thousand Dollars
8 (\$10,000.00), which shall be paid from the Gross Settlement Amount. It is understood by Class
9 Counsel that the Court has final discretion in any fee award. The Settlement Administrator
10 shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs,
11 and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be
12 added to the Net Settlement Amount and shall be distributed to Participating Class Members
13 as provided in this Agreement. Notwithstanding any other provision of this Agreement, if the
14 Court should fail to award attorneys' fees to Class Counsel in the full amount provided for in
15 this Agreement, no order of the Court or modification of any order of the Court concerning the
16 amount of any attorneys' fees to be paid by Defendant to Class Counsel pursuant to this
17 settlement shall constitute grounds for cancellation or termination of the Agreement or grounds
18 for limiting any other provision of the Judgment. It is agreed that no order of the Court,
19 including any order concerning attorneys' fees, may alter or otherwise increase the Gross
20 Settlement Amount.

21 5. Class Representative Incentive Payment. Defendant agrees not to oppose or
22 impede any application or motion by Plaintiff for an Incentive Payment of up to Ten Thousand
23 Dollars (\$10,000.00) to Plaintiff. The Incentive Payment shall be paid from the Gross
24 Settlement Amount and shall be paid in addition to Plaintiff's Individual Settlement Payment
25 as a Participating Class Member and Individual PAGA Payment as a PAGA Member. It is
26 understood by Class Counsel and Plaintiff that the Court has final discretion in any Incentive
27 Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting
28 the Incentive Payment. Plaintiff shall be solely and legally responsible to pay any and all

1 applicable taxes on his Incentive Payment and shall hold harmless Defendant from any claim
2 or liability for taxes, penalties, or interest arising as a result of the Incentive Payment. Any
3 portion of the Incentive Payment not awarded to Plaintiff shall be added to the Net Settlement
4 Amount and shall be distributed to Participating Class Members as provided in this Agreement.

5 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
6 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
7 currently estimated at Nine Thousand Dollars (\$9,000.00). These costs, which shall be paid
8 from the Gross Settlement Amount, shall include, *inter alia*, the required reporting on the
9 Individual Settlement Payments and Individual PAGA Payments, the issuance of 1099 IRS
10 Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross
11 Settlement Amount and Class Counsel Award, and providing necessary reports and
12 declarations. Any portion of the Settlement Administration Costs not allowed shall be added to
13 the Net Settlement Amount and shall be distributed to Participating Class Members as provided
14 in this Agreement.

15 7. PAGA Penalties. Subject to Court approval, the Parties agree that the amount of
16 Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be designated
17 for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration
18 shall pay seventy-five percent (75%) of the PAGA Penalties, *i.e.*, the sum of Fifteen Thousand
19 Dollars (\$15,000.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of
20 Five Thousand Dollars (\$5,000.00) ("Net PAGA Penalties"), shall be distributed to PAGA
21 Members as per this Agreement.

22 8. Net PAGA Penalties. The Net PAGA Penalties shall be used to satisfy Individual
23 PAGA Payments to PAGA Members in accordance with the terms of this Agreement. The
24 Settlement Administrator will allocate the Individual PAGA Payments by first dividing the
25 Net PAGA Penalties by the total number of wage statements that failed to identify overtime
26 rates during the PAGA Period. That value will then be multiplied by the number of wage
27 statements that failed to identify overtime rates received by each respective PAGA Member
28 in a non-exempt position during the PAGA Period. PAGA Members are entitled to 100% of

1 the Net PAGA Penalties. Defendant maintains no reversionary right to any portion of the Net
2 PAGA Penalties.

3 9. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
4 Individual Settlement Payments to Participating Class Members in accordance with the terms
5 of this Agreement. The Settlement Administrator will allocate the Individual Settlement
6 Payments by dividing the Net Settlement Amount by the total number of wage statements that
7 failed to identify overtime rates received by Class Members during the Class Period. The result
8 will then be multiplied by the number of wage statements that failed to identify overtime rates
9 received by each Participating Class Member during the Class Period to calculate the amount
10 owed to that individual. The payments to Participating Class Members will be reduced by any
11 required legal deductions for each Participating Class Member. Participating Class Members
12 are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary
13 right to any portion of the Net Settlement Amount. If there are any timely submitted Requests
14 for Exclusion, the Settlement Administrator shall proportionately increase the Individual
15 Settlement Payments for each Participating Class Member so that the amount actually
16 distributed to Participating Class Members equals 100% of the Net Settlement Amount.

17 10. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
18 calculated with, and is premised on, Defendant's representation that Class Members received
19 2,766 wage statements that failed to identify overtime rates during the Class Period. The Parties
20 understand and agree that the Gross Settlement Amount was negotiated based on this number
21 of wage statements. The Parties further agree that, in the event that this number is actually
22 higher than 2,766 wage statements, Defendant shall increase the Gross Settlement Amount at
23 \$99.42 per wage statement over 2,766 wage statements.

24 11. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members, the Individual PAGA Payments made to PAGA Members, the
26 Incentive Payment made to Plaintiff, as well as any other payments made pursuant to this
27 Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to
28 which any Participating Class Members may be eligible, including, but not limited to: profit-

1 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
2 PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement
3 will not affect any rights, contributions, or amounts to which any Settlement Class Member or
4 PAGA Member may be entitled under any benefit plans.

5 12. Settlement Administration Process. The Parties agree to cooperate in the
6 administration of the Settlement and to make all reasonable efforts to control and minimize the
7 costs and expenses incurred in the administration of the Settlement. The Settlement
8 Administrator shall provide the following services:

- 9 a. Establish and maintain a Qualified Settlement Fund account;
- 10 b. Calculate the amount of the Settlement each Class Member and PAGA
11 Member is eligible to receive;
- 12 c. Verify the last known address for each Class Member and PAGA Member
13 through a generally utilized, national address update database prior to mailing the Class Notice;
- 14 d. Print and mail the Class Notice;
- 15 e. Establish and maintain a toll-free informational telephone support line to
16 assist Class Members who have questions regarding the Class Notice;
- 17 f. Conduct additional address searches for mailed Class Notices that are
18 returned as undeliverable and, to the extent new and more current addresses are found, also
19 reprint and re-mail Class Notices accordingly;
- 20 g. Field inquiries from Class Members and administer any Requests for
21 Exclusion. This service will include settlement proceed calculations, printing and issuance of
22 checks, and preparation of 1099 Forms;
- 23 h. Distribute and pay the Incentive Payment, Individual Settlement
24 Payments, Individual PAGA Payments, the LWDA's portion of the PAGA Penalties, and fees
25 and costs awarded to Class Counsel; and
- 26 i. Provide declarations and/or other information to the Court as requested.

27 13. Delivery of the Class List. Within fifteen (15) business days of Preliminary
28 Approval, Defendant shall provide the Class List to the Settlement Administrator.

1 14. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
2 Class List from Defendant, the Settlement Administrator shall mail the Class Notice to all Class
3 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
4 identified in the Class List.

5 15. Confirmation of Contact Information in the Class List. Prior to mailing, the
6 Settlement Administrator shall perform a search based on the National Change of Address
7 Database for information to update and correct for any known or identifiable address changes.

8 16. Class Notices. All Class Members will be mailed a Class Notice. Each Class
9 Notice will provide: (1) information regarding the nature of the Action; (2) a summary of the
10 Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated
11 Individual Settlement Payment and the formula for calculating Individual Settlement
12 Payments, if they do not request to be excluded; (5) each Class Member's estimated Individual
13 PAGA Payment and the formula for calculating Individual PAGA Payments; (6) the dates that
14 comprise the Class Period and PAGA Period; (7) instructions on how to submit a valid Request
15 for Exclusion or Notice of Objection; (8) the deadline by which the Class Member must submit
16 a Request for Exclusion or Notice of Objection; (9) the date for the final approval hearing; and
17 (10) the claims to be released. The Class Notice will also inform Class Members that, in order
18 to receive the Individual Settlement Payment and Individual PAGA Payment, they do not need
19 to do anything except keep the Settlement Administrator apprised of their current mailing
20 addresses. The Class Notice shall also inform PAGA Members that they cannot opt out of the
21 PAGA Released Claims and their receipt of their Individual PAGA Payment.

22 17. Re-Mailing of Returned Notices. Any Class Notice returned to the Settlement
23 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly
24 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
25 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding
26 address is provided, the Settlement Administrator shall promptly attempt to determine the
27 correct address using a skip-trace, or other search using the name, address and/or Social
28 Security Number of the Class Member involved and shall then perform a re-mailing.

1 18. Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may
2 opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement
3 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) clearly
4 state that the Class Member does not wish to be included in the Settlement; (2) set forth the
5 name, address, telephone number, and last four digits of the Social Security Number of the
6 Class Member requesting exclusion; (3) be signed by the Class Member; (4) be returned by
7 mail to the Settlement Administrator at the specified address indicated in the Class Notice; and
8 (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the
9 exclusive means to determine whether a Request for Exclusion is timely. By submitting such a
10 Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to
11 opt out of the Settlement and not be bound by this Agreement, except that in light of the binding
12 nature of a PAGA judgment on non-party employees, PAGA Members employed during the
13 PAGA Period who exclude themselves from this Settlement shall still be bound by the PAGA
14 Released Claims. At no time shall any of the Parties or their counsel seek to solicit or otherwise
15 encourage Class Members to submit a Request for Exclusion. Class Counsel shall not represent
16 any Class Members with respect to any such request.

17 19. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
18 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
19 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible
20 extent, including those pertaining to the Released Claims, as well as any Judgment that may be
21 entered by the Court. Additionally, PAGA Members employed during the PAGA Period shall
22 be bound by the PAGA Released Claims, as well as any Judgment that may be entered by the
23 Court thereon, and may not opt-out of the PAGA Release.

24 20. Objection Procedures. Any Class Member who does not opt-out of this
25 Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class
26 Member should return by mail a written statement of objection to the Settlement Administrator
27 at the specified address by the Response Deadline. The Notice of Objection must include: (1)
28 the objector's full name, signature, address, and telephone number; (2) a written statement of

1 the basis for the objection; and (3) any copies of papers, briefs, or documents upon which the
2 objection is based. However, any Class Member who does not submit a timely Notice of
3 Objection may nevertheless appear at the Final Approval Hearing and present an oral objection
4 to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
5 encourage Class Members to submit written objections to the Settlement or appeal from the
6 Order and Judgment. Class Counsel shall not represent any Class Members with respect to any
7 such objections to this Settlement. Any Class Member who submits a valid Request for
8 Exclusion shall not be allowed to object to this Settlement. No later than five (5) days after the
9 Response Deadline, the Settlement Administrator shall provide Defense Counsel with a
10 complete list of all Class Members who have timely and properly requested exclusion from the
11 Class.

12 21. Defendant's Right to Rescind. If seven percent (7%) or more of the Class submit
13 a timely and valid Request for Exclusion, Defendant will have the right, but not the obligation,
14 to revoke and void this Agreement at its discretion. Defendant must exercise the option to
15 rescind within seven (7) business days of Defense Counsel receiving notification from the
16 Settlement Administrator that more than seven percent (7%) of the Class Members have
17 submitted timely and valid Requests for Exclusion from the Settlement. If Defendant exercises
18 this right to void the Agreement, then the Parties will have no further obligations under the
19 Agreement, including, without limitation, any obligation by Defendant to pay the Gross
20 Settlement Amount, or any amounts that otherwise would have been owed under this
21 Agreement, except that Defendant shall pay all Settlement Administration Costs incurred by
22 the Settlement Administrator up to the date of Defendant's notice to rescind. In the event the
23 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not
24 been executed. The Parties agree that they will not encourage any Class Member to object to
25 the Settlement or to opt out.

26 22. Settlement Administrator's Reports of Information. The Settlement
27 Administrator shall provide Defense Counsel and Class Counsel a weekly report which certifies
28 the number of Class Members who have submitted valid Requests for Exclusion. Additionally,

1 the Settlement Administrator will provide to counsel for both Parties any updated reports
2 regarding the administration of the Settlement as needed or requested. The Settlement
3 Administrator shall also forward to Parties' counsel any Notices of Objection received
4 immediately upon receipt. Further, the Settlement Administrator shall immediately forward
5 any Request for Exclusion to the Parties' counsel so that they can determine whether the
6 Request for Exclusion is valid and timely.

7 23. Distribution of Payments. Within ten (10) calendar days of Defendant funding
8 the Gross Settlement Amount, the Settlement Administrator shall pay: (1) the Individual
9 Settlement Payments to Participating Class Members and Individual PAGA Payments to
10 PAGA Members; (2) the Labor and Workforce Development Agency seventy-five percent
11 (75%) of the PAGA Penalties; (4) the Incentive Payment to Plaintiffs; and (5) Class Counsel
12 Award to Class Counsel. The Settlement Administrator shall also issue a payment to itself for
13 services performed in connection with the Settlement.

14 24. Non-Negotiated Settlement Checks. Any Settlement Payment Checks shall be
15 negotiable until one hundred and eighty (180) calendar days after mailing to the Participating
16 Class Members and PAGA Members. Those funds represented by settlement checks returned
17 as undeliverable and the funds which correspond with the settlement checks that are not
18 negotiated within one hundred and eighty (180) calendar days after mailing shall be transferred
19 to the California Controller's Unclaimed Property Fund in the name of the Class Member.

20 25. Certification of Completion. Upon completion of administration of the
21 Settlement, the Settlement Administrator shall provide a written declaration under oath to
22 certify such completion to the Court and counsel for all Parties.

23 26. Tax Allocation of Individual Settlement Payments. All Individual Settlement
24 Payments shall be allocated as 100% penalties and interest. The amount of payment shall be
25 reported on an IRS Form 1099 by the Settlement Administrator.

26 27. Tax Allocation of Individual PAGA Payments. All Individual PAGA Payments
27 shall be allocated 100% as penalties. The amount of payment shall be reported on an IRS Form
28 1099 by the Settlement Administrator.

1 28. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members,
3 PAGA Members, and Class Counsel, 1099 forms or other tax forms as may be required by law
4 for all amounts paid pursuant to this Agreement.

5 29. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and
6 Class Counsel make no representation as to the tax treatment or legal effect of the payments
7 called for hereunder, and Plaintiffs and Participating Class Members are not relying on any
8 statement, representation, or calculation by Defendant, Defense Counsel, Class Counsel, or by
9 the Settlement Administrator in this regard. Plaintiff and Participating Class Members
10 understand and agree that they will be solely responsible for the payment of any and all taxes
11 and penalties assessed on their respective payments described herein and will defend,
12 indemnify, and hold Defendant, Defense Counsel, Class Counsel, and the Settlement
13 Administrator free and harmless from and against any claims resulting from treatment of such
14 payments as non-taxable penalties/damages.

15 30. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
16 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
17 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
18 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF
19 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
20 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
21 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
22 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
23 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
24 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
25 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR
26 ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
27 TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED
28 INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER

PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

D. RELEASE OF CLAIMS BY PLAINTIFF AND THE SETTLEMENT CLASS

1. Release of Claims by Plaintiff. As a condition to obtaining the Incentive Payment provided for herein, Plaintiff (on behalf of himself and his spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all claims against Defendant and the Released Parties (as defined above)—which shall include without limitation any and all claims which in any way relate to his 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 FLSA, Title VII, ADA, FEHA, ADEA, 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 further expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

2. Release of Claims by Participating Class Members. Upon the payment of the

1 Gross Settlement Amount, Plaintiff and all Participating Class Members, hereby do and shall
2 be deemed to have fully, finally and forever released, settled, compromised, relinquished and
3 discharged, to the fullest extent possible, any and all of the Released Parties of and from any
4 and all Released Claims.

5 3. Release of Claims by PAGA Members. Upon the payment of the Gross
6 Settlement Amount, Plaintiff and all PAGA Members, hereby do and shall be deemed to have
7 fully, finally and forever released, settled, compromised, relinquished and discharged, to the
8 fullest extent possible, any and all of the Released Parties of and from any and all PAGA
9 Released Claims.

10 **E. FINAL AND PRELIMINARY APPROVAL**

11 1. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court
12 to request the Preliminary Approval of the Settlement, conditional certification of the Class,
13 and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and
14 (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
15 Order shall provide for the Class Notice to be sent to all Class Members as specified herein. In
16 conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Agreement,
17 which sets forth the terms of this Settlement, and will include the proposed Class Notice,
18 attached to this Agreement as **Exhibit A**.

19 2. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
20 Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's
21 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
22 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
23 Settlement Payments; (ii) the PAGA Penalties; (ii) the Class Counsel Award; (iii) the Incentive
24 Payment; and (iv) Settlement Administration Costs. Class Counsel will be responsible for
25 drafting all documents necessary to obtain final approval. Class Counsel will also be
26 responsible for including their request for attorneys' fees and costs as part of the motion for
27 final approval of class action settlement.

28 3. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the

1 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent
2 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
3 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
4 terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment
5 matters as may be appropriate under court rules or as set forth in this Agreement.

6 4. Nullification of Settlement. In the event that the Settlement does not become final
7 for any reason, then this Agreement, and any documents generated to bring it into effect, shall
8 be null and void. Any order or judgment entered by the Court in furtherance of this Agreement
9 shall likewise be treated as void from the beginning.

10 **F. CLASS CERTIFICATION & NON-ADMISSION OF LIABILITY**

11 1. Class Action Certification. The Parties are agreeing to class certification for
12 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding,
13 an admission of any kind by Defendant, including without limitation, that certification of a
14 class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member
15 can establish any of the requisite elements for class treatment of any of the claims in this Action.
16 If, for any reason, the Settlement is not finally approved, this Agreement will be void and the
17 Parties will be restored to their respective positions in the lawsuit as if they had not entered into
18 this Agreement. The Parties further agree that this Agreement or any documents or orders
19 issued related to this Settlement will not be admissible, other than according to the Settlement's
20 terms, in this or any other proceeding as evidence that either: (i) a class action should be
21 certified, or (ii) Defendant is liable to the Plaintiff or any Class Member.

22 2. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
23 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
24 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies,
25 that it has violated any federal, state, or local law; violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
27 requirements; breached any contract; violated or breached any duty; engaged in any
28 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its

employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendant, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

G. DISPUTES

1. Disputes Regarding Language of Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to meet and confer in a good faith attempt to informally resolve the dispute. If the Parties cannot resolve their dispute, they agree to seek relief from the Court.

2. Disputes Regarding Individual Settlement and PAGA Payments. In the event that Class Members have a dispute as to the data provided by Defendant, Class Members will have the opportunity to provide documentation and/or an explanation. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments and Individual PAGA Payments under the terms of this Agreement, and that determination shall be binding.

3. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

H. MISCELLANEOUS TERMS

1. Confidentiality Preceding Preliminary Approval. The Parties and their counsel

1 agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for
2 Preliminary Approval. Any confidentiality associated with the terms of this Settlement shall
3 expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court,
4 except that the negotiations and discussions preceding submission of the Settlement to the
5 Court for preliminary approval shall remain strictly confidential, unless otherwise agreed to by
6 the Parties or unless otherwise ordered by the Court. Further, the Parties and their counsel agree
7 that they will not issue any press releases, initiate any contact with the press, respond to any
8 press inquiry, post information on any social media or website, or have any communication
9 with the press about the fact, amount, or terms of the Settlement. Plaintiff and Class Counsel
10 agree that if contacted by the press regarding this case, they will only state that the Actions
11 exist and have been resolved. This provision shall not prohibit Class Counsel from
12 communicating with Class Members after preliminary approval is granted or if contacted by
13 such Class Members. Nothing in this provision prohibits Defendant from disclosing the terms
14 of this Settlement prior to Plaintiffs' Motion for Preliminary Approval in connection with
15 public reporting requirements, nor does anything in this provision prohibit the Parties or their
16 counsel from disclosing the terms of the Settlement prior to Plaintiffs' Motion for Preliminary
17 Approval as may be required by law.

18 2. No Prior Assignments. The Parties and their counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
20 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
21 demand, action, cause of action, or right herein released and discharged.

22 3. Exhibits Incorporated by Reference. The terms of this Agreement include the
23 terms set forth in any attached Exhibits, which are incorporated by this reference as though
24 fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

25 4. Entire Agreement. This Agreement and any attached Exhibits constitute the
26 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral
27 negotiations or agreements may be deemed binding on the Parties.

28 5. Amendment or Modification. This Agreement may be amended or modified only

1 by a written instrument signed by the Parties, their successors-in-interest, or their counsel.

2 6. Authorization to Enter into Agreement. Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this
4 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
5 pursuant to this Agreement to effectuate its terms and to execute any other documents required
6 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with
7 each other and use their best and good-faith efforts to effect the implementation of the
8 Settlement. If the Parties are unable to reach agreement on the form or content of any document
9 needed to implement the Settlement, or on any supplemental provisions that may become
10 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
11 Court to resolve such disagreement.

12 7. Execution and Counterparts. This Agreement is subject only to the execution of
13 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
14 counterparts and each of them, including facsimile, DocuSign, and scanned copies of the
15 signature page, shall be deemed to be one and the same instrument provided that counsel for
16 the Parties shall exchange among themselves original signed counterparts.

17 8. Binding on Successors and Assigns. This Agreement shall be binding upon, and
18 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously
19 defined.

20 9. California Law Governs. All terms of this Agreement and Exhibits hereto shall
21 be governed by and interpreted according to the laws of the State of California.

22 10. Invalidity of Any Provision. Before declaring any provision of this Agreement
23 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Agreement
25 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court
26 shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the
27 Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal,
28 or unenforceable provision had never been included in this Agreement.

1 11. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
2 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below
3 the amount Class Counsel requests, and either Party may appeal any order that materially alters
4 the Agreement's terms.

5 12. Captions. The captions and section numbers in this Agreement are inserted for
6 the reader's convenience, and in no way define, limit, construe, or describe the scope or intent
7 of the provisions of this Agreement.

8 13. Waiver. No waiver of any condition or covenant contained in this Agreement or
9 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply
10 or constitute a further waiver by such party of the same or any other condition, covenant, right
11 or remedy.

12 14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
13 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
14 strictly against one Party than another merely by virtue of the fact that it may have been
15 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
16 negotiations between the Parties, all Parties have contributed to the preparation of this
17 Agreement.

18 15. Representation by Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this
20 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
21 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
22 Agreement.

23 16. Cooperation and Execution of Necessary Documents. All Parties shall cooperate
24 in good faith and execute all documents to the extent reasonably necessary to effectuate the
25 terms of this Agreement.

26 17. Binding Agreement. The Parties warrant that they understand and have full
27 authority to enter into this Agreement, and further intend that this Agreement shall be fully
28 enforceable and binding on all Parties, and agree that it shall be admissible and subject to

disclosure in any proceeding to enforce its terms. In the event that either Party brings an action to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to its/his reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant.

PLAINTIFF ANTHONY MANOS

Dated: 7/1/2025, 2025

Signed by:



Anthony Manos

**DEFENDANT ACRISURE OF CALIFORNIA
PARTNER GROUP, LLC**

Dated: _____, 2025

(Name)

(Title)

On behalf of Acrisure of California Partner Group,
LLC

APPROVED AS TO FORM:

**DIVERSITY LAW GROUP, P.C.
LAW OFFICES OF CHOI & ASSOCIATES
POLARIS LAW GROUP
HYUN LEGAL, APC**

Dated: July 1, 2025



Larry W. Lee

Edward W. Choi

William L. Marder

Dennis S. Hyun

*Attorneys for Plaintiff Manos and Proposed Class
Counsel*

disclosure in any proceeding to enforce its terms. In the event that either Party brings an action to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to its/his reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant.

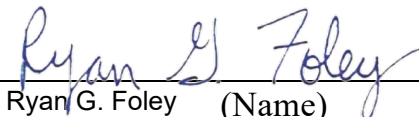
PLAINTIFF ANTHONY MANOS

Dated: _____, 2025

Anthony Manos

**DEFENDANT ACRISURE OF CALIFORNIA
PARTNER GROUP, LLC**

Dated: July 21 _____, 2025



Ryan G. Foley (Name)
EVP (Title)
On behalf of Acrisure of California Partner Group,
LLC

APPROVED AS TO FORM:

**DIVERSITY LAW GROUP, P.C.
LAW OFFICES OF CHOI & ASSOCIATES
POLARIS LAW GROUP
HYUN LEGAL, APC**

Dated: _____, 2025

Larry W. Lee
Edward W. Choi
William L. Marder
Dennis S. Hyun
*Attorneys for Plaintiff Manos and Proposed Class
Counsel*

SHOOK, HARDY & BACON, L.L.P.



Dated: July 21, 2025

Laura M. Booth

Attorneys for Defendant Acrisure of California
Partner Group, LLC

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION AND PAGA REPRESENTATIVE
SETTLEMENT**

Anthony Manos v. Acrisure of California Partner Group, LLC
Superior Court of the State of California, County of Sacramento
Case No. 24CV011682

To: all individuals who performed work in any non-exempt position for Defendant Acrisure of California Partner Group, LLC (“Acrisure”) in the State of California at any time between June 12, 2023 and ending on September 1, 2024, paid overtime wages and whose wage statements failed to identify overtime rates (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on _____, 2025 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this settlement contained in the Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of Claims (the “Settlement” or “Agreement”).

[CLASS MEMBER IDENTIFYING INFORMATION]

A Settlement has been reached between Anthony Manos (“Plaintiff” or “Class Representative”) and Acrisure in an action pending in the Superior Court of the State of California, for the County of Sacramento (the “Court”). Plaintiff is pursuing this action on behalf of himself and all individuals who performed work in any non-exempt position for Acrisure in California at any time during the Class Period and were paid overtime wages and whose wage statements failed to identify overtime rates (the “Class” or “Class Members”). The “Class Period” is June 12, 2023 through September 1, 2024. Plaintiff is also pursuing the action on behalf of himself, the State of California, and all individuals who performed work in any non-exempt position for Acrisure in California at any time during the PAGA Period and were paid overtime wages and whose wage statements failed to identify overtime rates (“PAGA Member”) seeking civil penalties pursuant to the Private Attorneys’ General Act of 2004, California Labor Code section 2698 et seq. (“PAGA”). The “PAGA Period” is June 12, 2023 through September 1, 2024.

You are receiving this notice because you have been identified as a Class Member and/or a “PAGA Member.” Under the terms of the proposed Settlement you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant approval of the Settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. As discussed in more detail in Section IV, your estimate is based on the number of eligible paychecks you received wherein you worked overtime and your wage statement failed to identify overtime rates in connection with your non-exempt position at Acrisure in California during the Class Period as compared to wage statements received by all Class Members during this Class Period. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims

	described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement, you may “opt-out” of the Settlement. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2025 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Class Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the Settlement. However, you may <i>not</i> exclude yourself from being a PAGA Member. As such, if you are entitled to any payment under PAGA (as detailed on page 4), you are releasing your PAGA Claims, and you will receive your portion of the PAGA Settlement Payment, even if you exclude yourself from being a Settlement Class Member.
OBJECT	If you decide to object to the Settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the Settlement by [REDACTED], 2025 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Wage Statements listed above is incorrect, you may contact the Settlement Administrator to dispute your Wage Statement calculation (see Section IV for more details on how to dispute your Work Weeks). Acrisure’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Wage Statement calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of the proposed Settlement in *Anthony Manos v. Acrisure of California Partner Group, LLC*, Sacramento Superior Court Case No. 24CV011682 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Acrisure’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) and that you were paid overtime wages and your wage statements failed to identify overtime rates at some point during the Class Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:

If you were employed by Acrisure as a non-exempt employee in California at any time during the Class Period, were paid overtime wages and your wage statements failed to identify overtime rates, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On June 12, 2024, Plaintiff and Class Representative Anthony Manos, through his attorneys (“Class Counsel”), filed a class action complaint against Acrisure for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by Acrisure in California at any time since June 12, 2023 and who were paid overtime wages and whose wage statements failed to identify overtime rates at any time during the Class Period of June 12, 2023 through September 1, 2024. Plaintiff alleges that Acrisure violated various Labor Code sections by failing to identify overtime wages on certain wage statements during the Class Period. On December 5, 2024, Plaintiff amended his complaint to allege penalties for the wage and hour violations under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Acrisure has denied, and continues to deny, the factual and legal allegations in the Lawsuit and maintains that it has complied with all laws. Acrisure believes that it has valid defenses to Plaintiff’s claims, and denies that it owes any wages, expenses, restitution, penalties, or other damages to any of its current and/or former employees for the conduct alleged in the Lawsuit. By agreeing to settle, Acrisure is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. To the contrary, this Settlement constitutes a compromise of disputed claims.

The Court has not ruled on the merits of Plaintiff’s claims or whether the Lawsuit is suitable for treatment as a class and/or representative action. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. After providing extensive information to Class Counsel, the Settlement was reached following arm’s length negotiations. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Acrisure, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Acrisure agreed to and supports this Settlement in order to avoid the cost and business disruption associated with lengthy litigation.

If you are still employed by Acrisure, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Acrisure will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her/their share will be paid to those who do participate.

III. Who are the Class Members’ attorneys?

Attorneys for the Class Members:

Larry W. Lee, Esq. lwlee@diversitylaw.com Diversity Law Group, P.C. 515 S. Figueroa St., Suite 1250	Edward W. Choi, Esq. edward.choi@choiandassociates.com Law Offices of Choi & Associates 515 S. Figueroa St., Suite 1250
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Los Angeles, CA 90071 Tel: (213) 488-6555	Los Angeles, CA 90071 Tel: (213) 381-1515
Dennis S. Hyun, Esq. Hyun Legal, APC 515 S. Figueroa St., Suite 1250 Los Angeles, CA 90071 Tel: (213) 488-6555	William L. Marder, Esq. Polaris Law Group 501 San Benito Street, Suite 200 Hollister, CA 95023 Tel: (831) 531-4214

IV. What are the terms of the Settlement?

On [DATE], the Court granted preliminary approval of the Settlement. Class Members who do not opt out of the Settlement (the “Settlement Class”), pursuant to the procedures set forth in this Notice, will be mailed a settlement check, and in exchange, will be bound by the terms of the Settlement and release of Class Claims as described in Section IV of this Notice.

Without admitting any wrongdoing, Acrisure has agreed to pay \$275,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, an estimated maximum of \$9,000 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

PAGA Penalty Payment to the California Labor Workforce and Development Agency. \$20,000 of the Gross Settlement Amount will be allocated in satisfaction of Plaintiff’s claim on his own behalf and on behalf of the State of California and all PAGA Members under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$15,000 will be paid to the California Labor Workforce and Development Agency (“LWDA”) in satisfaction of the claims for penalties under PAGA, and the remaining \$5,000 will be included in the Net Settlement Amount to be divided between all PAGA Members based on each PAGA Member’s proportionate affected Wage Statements during the PAGA Period.

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment up to \$10,000 to Anthony Manos to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member.

Class Counsel’s Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$91,666.67) of the common fund Gross Settlement Amount as reasonable compensation for the work Class Counsel performed

and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$10,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Settlement Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$ [REDACTED]. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payment), based on each Settlement Class Member's proportionate affected Wage Statements during the Class Period. To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total number of affected Wage Statements of all Settlement Class Members into the Net Settlement Amount to determine a per "Wage Statement Value". The Wage Statement Value will be multiplied by the number of affected Wage Statements received by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her/their Individual Settlement Payment will be distributed to all Settlement Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Wage Statements at Acrisure during the Class Period will be calculated from Acrisure's records. Acrisure's records indicate that you received a total of [TOTAL WAGE STATEMENTS] affected Wage Statements while working in a non-exempt position in California during the Class Period of June 12, 2023 through September 1, 2024. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before [REDACTED], 2025, with documentation to establish the number of affected wage statements you claim to have actually received while working in a non-exempt position for Acrisure in California between June 12, 2023 and September 1, 2024. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINSTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and the Settlement Administrator will evaluate the evidence submitted by the Class Member. If the Parties are unable to agree, the Settlement Administrator render a final decision.

Calculation of Individual Settlement Payments to PAGA Members. The PAGA Allocation (a total of \$20,000) will be distributed to the California Labor and Workforce Development Agency ("LWDA") and to the PAGA Members. In accordance with California law, 75 percent of the PAGA Allocation (or \$15,000) will be paid to the LWDA and the remaining 25 percent of the PAGA Allocation (or \$5,000) will paid to the PAGA Members on a pro-rata basis (the "Individual PAGA Settlement Payments") based on the number of affected Wage Statements each PAGA Member received while working for Acrisure in a non-exempt position in California during the PAGA Period. Your estimated individual wage statements received during the PAGA Period and estimated PAGA Settlement Payment are listed below:

Acrisure's records indicate that you received a total of <<PAGA Wage Statements>> while working in a non-exempt position in California during the PAGA Period. Based on your pay periods during the PAGA Period, your estimated PAGA Settlement Payment is approximately \$<<Est PAGA Settlement Payment>>.

Even if you opt-out of this Settlement, you will still receive a PAGA Settlement Payment and release claims under PAGA because California law does not allow an employee to request exclusion from a PAGA release.

Payments to Settlement Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Settlement Class Members (i.e., those who do not opt-out). Settlement Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Settlement Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Settlement Class Member, so that the Settlement Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. One hundred percent (100%) of the Individual Settlement Payment distributed to each Settlement Class Member is in settlement of civil penalties, interest and other non-wage claims and will therefore be reported on an IRS Form 1099. One hundred percent (100%) of the PAGA Settlement Payment distributed to each PAGA Member is in settlement of civil penalties with IRS Form 1099 reporting. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Acrisure and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Settlement Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release made by class members. If the Court approves the Settlement, the Court will enter Judgment, and after the settlement is funded, the Settlement Agreement will bind all Class Members who have not opted out of the Settlement. Specifically, the Settlement Class Members will fully release and discharge Acrisure, together with each of its 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 (collectively, "Released Parties"), from any and all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the operative Complaints in the Actions or any amendments thereto, including but not limited to claims for violation of Cal. Labor Code § 226(a), which are premised on the violations described above. The Released Class Claims extend to all theories of relief, whether under California law, federal law, state law, or common law (including, without limitation, as alleged violations of the California Labor Code, the IWC Wage Orders, or applicable regulations. The Released Claims include all types of relief available for the Released Claims, including without limitation any claims for damages, losses, penalties, fines, attorneys' fees, costs, expenses, interest, injunctive relief, declaratory relief, or liquidated damages.

Release of PAGA Claims by PAGA Members. If the Court approves the Settlement, the Court will enter Judgment, and after the settlement has been funded, the Settlement Agreement will bind the LWDA and all of the PAGA Members, whether the PAGA Member timely submits a valid request for exclusion from the Settlement Class or not. Specifically, after Final Approval by the Court and funding

of the settlement, the Settlement will fully and finally release and discharge Acrisure and all of the Released Parties from all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in the operative Complaint in the Action or any amendments thereto, for civil penalties under the PAGA premised on alleged violations of Labor Code §§ 226 and 2698, *et seq.* (collectively, the “PAGA Released Claims”). Each PAGA Member will be bound by the foregoing Release of PAGA Claims, and this Notice shall have the same force and effect as if the Settlement Agreement containing this Release of PAGA Claims was executed by each PAGA Member.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Wage Statements, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current Acrisure employee, your decision as to whether or not to participate in this Settlement will not be considered by Acrisure and Acrisure will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2025 with your full name, address, telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MANOS V. ACRISURE OF CALIFORNIA* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Exclusion Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2025. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive a Settlement Class Payment payments under this

Settlement; and (3) will not be bound by this Settlement, or the Judgment, except for the PAGA Released Claims. All PAGA Members will receive a PAGA Settlement Payment.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement as a Settlement Class Member. If you wish to object in writing, you may submit a written objection stating your full name, address, telephone number, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2025. You need not object to the Settlement if you only dispute the number of Wage Statements.

You may also appear at the Final Approval Hearing scheduled for [REDACTED], 2025, without first serving a written objection, at [REDACTED] a.m. in Department 23 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties by each and all of: (a) the Settlement Class Members to obtain a recovery based on, arising out of and/or related to any and all of the Released Class Claims, and (b) the Aggrieved Employees and the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims. If you were employed by Acrisure in a non-exempt position in California at any time during the Class Period and received an affected Wage Statement and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Class Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation

costs and the Service Payment to the Class Representative on [REDACTED], 2025 at [REDACTED] in Department 23 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814.

This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.** You can attend (or hire a lawyer to attend) either personally or virtually via Zoom link at <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>. Check the Court's website for the most current information.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement), at Office of the Clerk, Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information or may reference the Settlement website at: [REDACTED]. Information about this case is also available online by inputting the case number at the Court's website <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2025. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2025. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**