CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Glory Orekoya ("Plaintiff"), individually and on behalf of the Settlement Class, and Defendants INSPYR Solutions, LLC ("INSPYR") and U.S. Bancorp, formerly known as MUFG Union Bank, N.A. ("Bancorp") (hereafter "INSPYR' and "Bancorp" are named collectively "Defendants"). The Agreement refers to Plaintiff and INSPYR collectively as "Parties" or as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Glory Orekoya et al. v. INSPYR Solutions LLC et al.*; Case No. 24CV085153, pending in Alameda County Superior Court.

1.2. "Address Search" means the Administrator's search for Covered Employees' mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $6,000 except for a showing of good cause and as approved by the Court.

1.5. "Attorneys' Fees" mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount.

1.6. "Class" or "Class Member(s)" means all current and former non-exempt employees who worked on assignment from INSPYR (or its predecessors) at Bancorp in California during the Class Period.

1.7. "Class Counsel" or "Plaintiff's Counsel" means Ferraro Vega Employment Lawyers, Inc.

1.8. "Class Period" means the period from July 29, 2020, through the date the Court grants preliminary approval of the class settlement, subject to the Pro-Rata Increase provision.

1.9. "Class Notice" means the Notice of Class Action and PAGA Settlement, attached as **<u>Attachment A</u>** and including the Request for Exclusion, attached as **<u>Attachment B</u>**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. "Class Response Deadline" means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Class Response Deadline expiry.

1.11. "Class Representative" or "Named Plaintiff" refers to Glory Orekoya.

1.12. "Class Workweek" means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

1.13. "Class Workweek Estimate" means, based on a review of INSPYR's records from July 29, 2020 to June 6, 2025, a total of 3,542 Class Workweeks.

1.14. "Court" means the Alameda County Superior Court.

1.15. "Covered Employees" means all PAGA Members and all Class Members.

1.16. "Defense Counsel" means INSPYR's counsel of record, Rutan & Tucker, LLP.

1.17. "Effective Date" means the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court's having entered a Final Order and Judgment.

1.18. "Employee Data" means all Covered Employees' identifying information in INSPYR's possession including their names, last-known mailing addresses, Social Security numbers, and number of Class Workweeks and PAGA Periods.

1.19. "Employer Payroll Taxes" means the taxes INSPYR is obligated by law to pay for any portion of the Individual Class Payments designated as wages.

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

1.21. "Final Approval Hearing" means the Court's hearing on the final motion for approval of the Settlement.

1.22. "Funding Date" means fifteen (15) calendar days after the Effective Date and is the date on which INSPYR shall fund the Gross Settlement Amount and Employer Payroll Taxes to the Administrator.

1.23. "Gross Settlement Amount" means **$<u>150,000</u>**, which is the total amount INSPYR agrees to pay under the Settlement, subject to the Pro-Rata Increase provision. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Individual Class Payments, the LWDA Payment, Attorneys' Fees, Litigation Costs, the Service Payment, and Administration Expenses.

1.24. "Individual Class Payments" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Class Workweeks.

1.25. "Individual PAGA Payments" means the PAGA Members' pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.26. "Individual Settlement Payments" means the Individual Class Payment and the Individual PAGA Payments.

1.27. "Judgment" means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.28. "Litigation Costs" means the amount incurred by Plaintiff's Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed $10,000.

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

1.30. "LWDA Payment" means the 65% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.31. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payment, Attorneys' Fees, Litigation Costs, the PAGA Payment (including the LWDA Payment), and the Administration Expenses.

1.32. "Net PAGA Payment" means the 35% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (m).

1.33. "Non-Participating Class Member" means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.34. "Operative Complaint" means the most recently filed complaint, including amended complaints, filed by Plaintiff.

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

1.36. "PAGA" means California's Private Attorneys General Act of 2004.

1.37. "PAGA Period" means July 10, 2023, through the date the Court grants preliminary approval of the class settlement, subject to the Pro-Rata Increase provision.

1.38. "PAGA Payment" means $5,000, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the

Gross Settlement Amount, with 65% of the PAGA Payment constituting the LWDA Payment, with the remaining 35% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.39. "PAGA Counsel" or "Plaintiff's Counsel" means Ferraro Vega Employment Lawyers, Inc.

1.40. "PAGA Members" means current and former non-exempt employees of INSPYR (or its predecessors) who worked on assignment at Bancorp in California during the PAGA Period.

1.41. "PAGA Notice" means Named Plaintiff's letter to Defendants and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

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

1.43. "PAGA Representative" or "Named Plaintiff" refers to Glory Orekoya.

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

1.45. "Released Claims" means, for the duration of the Class Period, any and all claims, known or unknown, contingent or accrued, against INSPYR and the other Released Parties that were, or could reasonably have been, alleged in the Operative Complaint in the Action and asserted against INSPYR or any of the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (i) claims for failure to: pay all wages owed for all hours worked and at the correct rate, including minimum, straight, overtime, and double time wages; provide legally required meal periods or pay premiums at the correct regular rate; provide legally required rest breaks or pay premiums at the correct regular rate; timely pay wages during employment; timely pay wages at termination; provide accurate wage statements; keep complete and accurate payroll records; reimburse necessary business expenses; provide paid sick leave and/or pay paid sick leave at the correct rate; (ii) claims for violation of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204b, 210, 218.6, 221, 223, 226, 226.7, 227.3, 245, et seq., 256, 510, 512, 516, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2800, 2802, and 2804; (iii) claims for related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violation of California Business and Professions Code § 17200 et seq.

1.46. "Released PAGA Claims" means, for the duration of the PAGA Period, all claims to civil penalties under California Labor Code Section 2698 that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the applicable PAGA notice. Without limiting the foregoing, and in addition to the foregoing, the Released PAGA Claims include claims premised on the failure to: pay all wages owed for all hours worked and at the correct rate, including minimum, straight, overtime, and double time wages; provide legally required meal periods or pay premiums at the correct regular rate; provide legally required rest breaks or pay premiums at the correct regular rate; timely pay wages during employment; timely pay wages at termination; provide accurate wage statements; keep complete and accurate payroll records; reimburse necessary business expenses; provide paid sick leave and/or pay paid sick leave at the correct rate; violations of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204b, 210, 221, 223, 226, 226.3, 226.7, 227.3, 245, et seq., 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, and 2804; in connection with the allegations in the PAGA Notice and Operative Complaint; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 et seq.

1.47. "Released Parties" means: Defendants and their respective current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

1.48. "Request for Exclusion" means a Class Member's submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice. A valid Request for Exclusion must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period.

1.49. "Service Payment(s)" means the payment to the Named Plaintiff for initiating and providing services in support of the Action in an amount up to $10,000, subject to Court approval, which also constitutes consideration for Plaintiff's individual settlement and general release of all claims, as set forth in this Agreement.

1.50. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On July 29, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging the following nine (9) causes of action against Defendants: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) untimely payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unfair competition.

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

2.3. On September 16, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action against Defendants for civil penalties under PAGA.

2.4. In preparation for an early evaluation conference under PAGA, INSPYR, through informal discovery, produced time and pay data for the Class Members, and INSPYR's wage-and-hour policies.

2.5. In advance of the early evaluation conference, the Parties also exchanged confidential early evaluation briefs.

2.6. Upon review of the time and pay data and the confidential early evaluation briefs, the Parties began informed settlement negotiations. The Parties were able to reach a direct settlement as a result of these negotiations.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to all terms of this Agreement, INSPYR shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

3.1.1. Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately by INSPYR as calculated by the Administrator.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

3.2.1. To Named Plaintiff: The Service Payment, in addition to any Individual Settlement Payment that she may be entitled to receive as a Covered Employee. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

3.2.2. To Plaintiff's Counsel: Attorneys' Fees and Litigation Costs to Plaintiff's Counsel. INSPYR will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. An award of less than the requested amount for the Attorneys' Fees and/or Litigation Costs will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Attorneys' Fees and Litigation Costs, at its discretion at the final approval stage. Released Parties shall have no liability to Plaintiff's Counsel or any other counsel for Plaintiff arising from any claim to any portion of any Attorneys' Fees and/or Litigation Costs. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds INSPYR and the Released Parties harmless, and indemnifies INSPYR and the Released Parties, from any dispute or controversy regarding any division of sharing of any of these Attorneys' Fees and Litigation Costs.

3.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Members: Subject to Court approval, 65% of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 35% of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5. To Each Participating Class Member/Tax Allocation: An Individual Class Payment is calculated by: (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.6. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment is calculated by: (a) dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3.2.7. Additional Attorneys' Fees and Costs: No Class Member, PAGA Member, or Class Counsel, or any other attorney acting for any Class Member or PAGA Member may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action of the Gross Settlement amount from the Released Parties except as expressly provided for in this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants Preliminary Approval, INSPYR will deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. INSPYR has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline, the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

4.2. Funding of Gross Settlement Amount. INSPYR shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of Employer Payroll Taxes by transmitting the funds to the Administrator on or before the Funding Date.

4.3. Payments from the Gross Settlement Amount. Within 10 days after INSPYR funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment. Disbursement of the Attorneys' Fees and Litigation Costs shall not precede disbursement of Individual Settlement Payments.

4.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the Void Date.

4.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

4.3.4. The payment of Individual Settlement Payments shall not obligate INSPYR to confer any additional benefits or make any additional payments to any Covered Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

4.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay INSPYR's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and INSPYR's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

5. RELEASES OF CLAIMS.

Effective on the date when INSPYR fully funds the Gross Settlement Amount and all associated Employer Payroll Taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

5.1. Named Plaintiff's General Release. Named Plaintiff's respective former, present, and future spouses, representatives, agents, attorneys (including Plaintiff's Counsel), heirs, executors, administrators, successors, and assigns generally, release, waive, acquit, and discharge Released Parties from all claims, transactions, or occurrences (known or unknown) which she has, had, or might otherwise have had against the Released Parties, from the beginning of time to the date Plaintiff signs this Agreement, regarding any aspect of Plaintiff's employment, including, but not limited to: the Released Claims, the Released PAGA Claims, any common law or statutory torts (including invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("Named Plaintiff's General Release"). Named Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Named Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Named Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

5.1.1. Named Plaintiff's Section 1542 Waiver. For purposes of Named Plaintiff's General Release, Named Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and all Released Parties from the Released Claims. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims outside the Class Period.

5.3. Release by PAGA Members and the State of California: All PAGA Members and the State of California release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Member to object, opt out, or otherwise exclude himself or herself from the Settlement.

5.4. Release by Class Counsel: Class Counsel releases on behalf of themselves, their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Attorneys' Fees and Litigation Costs incurred in connection with the Operative Complaint and the Class Period, facts stated in the Operative Complaint, and the PAGA Notice, or otherwise incurred to prosecute the Action.

6. MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval of this Settlement, including (i) a draft motion for preliminary approval of the Settlement, which Class Counsel will submit to INSPYR for review and comment at least seven (7) days prior to filing with the Court; (ii) a draft proposed order granting preliminary approval of the Settlement, which Class Counsel will submit to INSPYR for review and comment at least seven (7) days prior to filing with the Court; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of 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 with Class Members, PAGA Members, or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Class Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (the PAGA Notice, Operative Complaint, this Agreement); and (v) all facts relevant to any actual or potential conflict of interest with Class Members or PAGA Members and/or the Administrator. INSPYR shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

6.2. Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously finalizing and filing the motion for preliminary approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Class Counsel is responsible for delivering the Court's approval order to the Administrator.

6.3. Conditional Nature Of Settlement. For settlement purposes only, the Parties agree that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure section 382, and (b) the Action may proceed as a PAGA representative action.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

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

7.4. Notice to Class Members.

7.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiff's Counsel that the list has been received and state the number of Covered Employees and Class Workweeks and PAGA Pay Periods in the Employee Data.

7.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Class Response Deadline.

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

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

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement. Non-Participating Class Members who are also PAGA Members will still receive an Individual PAGA Payment.

7.6. Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Class Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Employee Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks to Defense Counsel and Plaintiff's Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

7.7.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Class Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

7.8.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Covered Employees may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Class Response Deadline, the Administrator shall email a list to Plaintiff's Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.4. Class Workweek Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Workweeks. Following notification of a Class Workweeks challenge, the Administrator shall provide Defense Counsel at least 7 days to present evidence to the Administrator, which the Administrator shall consider in making its final decision. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

8. PRO-RATA INCREASE. INSPYR represents that the total number of workweeks worked by Class Members from July 29, 2020 to June 6, 2025 is 3,542. If the total number of workweeks exceeds this total by 10% or more (e.g., workweek count x 1.10) for the applicable Class Period, INSPYR will have the choice of: (a) paying a proportional increase in the Gross Settlement Amount for each additional workweek over 3,896 (e.g. if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) only paying a proportional increase in the PAGA Payment for each additional workweek over 3,896, which will be added to the Gross Settlement Amount, and modifying the end date of the Class Period to be the date immediately before the escalator clause is triggered (i.e., before the date the total number of workweeks exceeds 3,896); or (c) modifying the end date of the Class Period and PAGA Period to the date immediately before the escalator clause is triggered (i.e., before the date the total number of workweeks exceeds 3,896).

9. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 95 Class Members and 4 PAGA Members covered by this Agreement.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, INSPYR may, but are not obligated to, elect to withdraw from the Settlement. If INSPYR withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, INSPYR will remain responsible for paying all Administration Expenses incurred to that point. To elect to withdraw, INSPYR must notify Plaintiff's Counsel and the Court of its election to withdraw not later than 7 days after the Class Response Deadline (plus an additional 14 days for if any Class Notices are re-mailed to Class Members).

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiff will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiff's Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel at least seven (7) days of filing for Defense Counsel's review. INSPYR shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

11.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

13.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

13.7. No Tax Advice. Neither the Parties, Plaintiff's Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiff's Counsel and Defense Counsel, as their legal representatives.

13.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

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

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

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

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

13.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Ferraro Vega Employment Lawyers, Inc.
Attn:
Nicholas J. Ferraro
Lauren N. Vega
Dorota A. James
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
nick@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

To INSPYR:

Rutan & Tucker, LLP
Brandon L. Sylvia
Noell Rice
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Telephone:714-641-5100
Facsimile: 714-546-9035
bsylvia@rutan.com; nrice@rutan.com

13.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.16. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

13.17. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

13.18. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than to the Court, Class Members, or those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this Paragraph includes, but is not limited to: (i) publication by the Named Plaintiff or Class Counsel on any website (including, without limitation, publishing on any Twitter account, Facebook, other social media, or blog, or business website) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to Verdicts & Settlements or any other publication that summarizes the results of jury verdicts and settlements.

13.18.1. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of this Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

13.18.2. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by this Agreement, including the Judgment entered by the Court.

13.18.3. The Named Plaintiff and Class Counsel agree that all data and information informally produced by INSPYR in connection with the settlement of this Action will be maintained in confidence, and will not be shared with any other persons or entities.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Glory Orekoya

Date: Aug 19, 2025 ______________________________

Glory Orekoya

Defendant INSPYR Solutions, LLC

Date: ______________________ ______________________________

Name: ______________________

Title: ______________________

13.18.1. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of this Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

13.18.2. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by this Agreement, including the Judgment entered by the Court.

13.18.3. The Named Plaintiff and Class Counsel agree that all data and information informally produced by INSPYR in connection with the settlement of this Action will be maintained in confidence, and will not be shared with any other persons or entities.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Glory Orekoya

Date: ______________________ ______________________________

Glory Orekoya

Defendant INSPYR Solutions, LLC

Date: August 19, 2025

Signed by:
Scott Forester
E28A93EA3B1E483...

Name: Scott Forester

Title: CFO

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Glory Orekoya et al. v. INSPYR Solutions, LLC et al.
Superior Court of the State of California for the County of Alameda
Case No. 24CV085153

This notice is to the following individuals in connection with a pending class action settlement:

All current and former non-exempt employees who worked on assignment from Defendant INSPYR Solutions, LLC (or its predecessors) at U.S. Bancorp, formerly known as MUFG Union Bank, N.A. in California during the Class Period. The Class Period shall be defined as July 29, 2020 through the date the Court grants preliminary approval of the class settlement, subject to the Pro-Rata Increase provision.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Alameda (the "Court") has preliminarily approved the settlement of this class and representative action lawsuit filed by Glory Orekoya ("Class Representative") against INSPYR Solutions, LLC ("INSPYR") and U.S. Bancorp, formerly known as MUFG Union Bank, N.A ("Bancorp") (collectively, "Defendants") for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on the following legal causes of action: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) untimely payment of wages, (6) wage statement violations, (7) waiting time penalties, (8) failure to reimburse business expenses, (9) unfair competition, and (10) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA"). INSPYR and Bancorp deny all claims and maintain they have fully complied with the law.

INSPYR's records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of July 29, 2020, through __________, 2025, the date the Court granted the preliminary approval of the class action and PAGA settlement. Based on this information, your Individual Class Payment is estimated to be **$[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

INSPYR's records reflect you worked **[[Individual PAGA Pay Periods]]** pay periods during the PAGA Period of July 10, 2023, through __________, 2025, the date the Court granted the preliminary approval of the class action and PAGA settlement. Based on this information, your Individual PAGA Payment is estimated to be **$[[Individual PAGA Payment]]**.

YOUR OPTIONS	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 21 of the Alameda Superior Court, located at 1221 Oak Street, Oakland, CA 94612. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representative is a former employee of INSPYR who worked on assignment from INSPYR (or its predecessors) at Bancorp. The Class Representative alleged Defendants violated California labor and employment laws as follows: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) untimely payment of wages, (6) wage statement violations, (7) waiting time penalties, (8) failure to reimburse business expenses, (9) unfair competition, and (10) civil penalties under the private attorneys general act (Labor Code §§ 2698 et seq.). Plaintiff is represented by Ferraro Vega Employment Lawyers ("Class Counsel.")

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

The principal terms of the Settlement reached between Plaintiff and Defendants are summarized below.

a. Settlement Terms

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of $150,000 and authorize the following payments from that amount: Service Payment to the Class Representative ($10,000), Attorneys' Fees in the amount of $50,000, representing 33.33% of the Gross Settlement Amount, Litigation Costs (not to exceed $10,000), the LWDA's 65% portion of the PAGA Payment ($5,000), and Administration Expenses (not to exceed $6,000) to be paid to the third-party settlement administrator (estimated at $6,000).

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by [[Response Deadline]] (the "Response Deadline"). If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are a PAGA Member, you will still receive your Individual PAGA Payment and will release all Released PAGA Claims against the Released Parties.

b. Settlement Payment to You

Page 1 of this Notice includes the estimated amount that you are entitled to receive under the class action and PAGA settlement. The Individual Class Payment to Class Members will vary based on a number of factors, including the number of Class Members who participate. The Individual PAGA Payment will vary based on the number of PAGA Pay Periods a PAGA Member worked during the PAGA Period.

c. Taxes

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Workweeks and Individual PAGA Payments based on their PAGA Pay Periods. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. INSPYR will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

d. Releases

After the Judgment is final and INSPYR has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members and PAGA Members will be legally bound by the following releases:

i. Class Release

The Settlement provides that each Class Member who does not opt out of the Settlement ("Participating Class Member") releases, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and all Released Parties from the Released Claims. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims outside the Class Period.

"Released Parties" means: Defendants and their respective current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

"Released Claims" means, for the duration of the Class Period, any and all claims, known or unknown, contingent or accrued, against Defendants and the other Released Parties that were, or could reasonably have been, alleged in the Operative Complaint in the Action and asserted against INSPYR or any of the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action, including, without limiting, the foregoing: (i) claims for failure to: pay all wages owed for all hours worked and at the correct rate, including minimum, straight, overtime, and double time wages; provide legally required meal periods or pay premiums at the correct regular rate; provide legally required rest breaks or pay premiums at the correct regular rate; timely pay wages during employment; timely pay wages at termination; provide accurate wage statements; keep complete and accurate payroll records; reimburse necessary business expenses; provide paid sick leave and/or pay paid sick leave at the correct rate; (ii) claims for violation of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204b, 210, 218.6, 221, 223, 226, 226.7, 227.3, 245, et seq., 256, 510, 512, 516, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2800, 2802, and 2804; (iii) claims for related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violation of California Business and Professions Code § 17200 et seq.

ii. PAGA Release

Moreover, all PAGA Members and the State of California release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Member to object, opt out, or otherwise exclude himself or herself from the Settlement.

"Released PAGA Claims" means, for the duration of the PAGA Period, all claims to civil penalties under California Labor Code Section 2698 that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the applicable PAGA notice. Without limiting the foregoing, and in addition to the foregoing, the Released PAGA Claims include claims premised on the failure to: pay all wages owed for all hours worked and at the correct rate, including minimum, straight, overtime, and double time wages; provide legally required meal periods or pay premiums at the correct regular rate; provide legally required rest breaks or pay premiums at the correct regular rate; timely pay wages during employment; timely pay wages at termination; provide accurate wage statements; keep complete and accurate payroll records; reimburse necessary business expenses; provide paid sick leave and/or pay paid sick leave at the correct rate; violations of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204b, 210, 221, 223, 226, 226.3, 226.7, 227.3, 245, et seq., 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, and 2804; in connection with the allegations in the PAGA Notice and Operative Complaint; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 et seq.

3. HOW ARE MY INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT CALCULATED?

The number of Class Workweeks you worked during the Class Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Class Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

The number of PAGA Pay Periods you worked during the PAGA Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual PAGA Payment by (a) dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and then (b) multiplying the result by the number of PAGA Pay Periods worked by each respective PAGA Members.

4. HOW CAN I CORRECT THE NUMBER OF CLASS WORKWEEKS AND/OR PAGA PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of Class Workweeks or PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

<u>Administrator</u>:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
(800) 523-5773
https://www.phoenixclassaction.com/contact-us/class-member-inquiries/

The Administrator will accept INSPYR's calculation of Class Workweeks and PAGA Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

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

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Class Release. If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are a PAGA Member, you will still receive your Individual PAGA Payment and be bound by the PAGA Release.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. 21 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. WHO ARE THE ATTORNEYS FOR THIS MATTER?

Class Counsel are:

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Counsel for INSPYR are:

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10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything INSPYR and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website [[website]]. You can also call the Settlement Administrator toll-free at [[toll-free number]].

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Attachment B

Request for Exclusion Form

Request for Exclusion Form

Glory Orekoya et al. v. INSPYR Solutions, LLC et al.
Superior Court of the State of California for the County of Alameda
Case No. 24CV085153

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

By signing and returning this form, I confirm that I do not want to be included in the Settlement, and I do not want to receive a class settlement check in the lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any Individual Class Payment in this Settlement. To "opt out," this form must be postmarked no later than [[Response Deadline]] and mailed via U.S. Mail to the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
(800) 523-5773
https://www.phoenixclassaction.com/contact-us/class-member-inquiries/

I confirm I have reviewed the Notice of Class Action Settlement. By excluding myself from the Settlement, I understand that I will not be bound by the class portion of the Settlement and release of the Released Claims, and that I will not receive an Individual Class Payment. I understand that, if I am PAGA Member (i.e., if I am a current or former non-exempt employee of INSPYR (or its predecessors) who worked on assignment at Bancorp in California from July 10, 2023, through [PRELIMINARY APPROVAL]), nevertheless, I will still be bound by the Settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Dated: ________________________

____
(Signature)

____
(Last Four Digits of SSN)

____
(Type or print name and former name(s))

____
(Telephone Number)

____
(Address)

Click or tap here to enter text.

If you do not wish to exclude yourself from the Class Settlement (and you want to receive payment from the Class Settlement), YOU SHOULD NOT RETURN THIS FORM—you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.