AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Amendment to Class Action and PAGA Settlement Agreement and Release ("Amendment") is entered into by and between: **(1)** Plaintiff Eduardo Lozano ("Plaintiff"), individually and in his representative capacity on behalf of the Class, as defined in the Agreement, and as a private attorney general on behalf of the State of California; and **(2)** Defendant Nuvision Federal Credit Union ("Defendant"). Plaintiff and Defendant are hereafter referred to collectively as the "Parties." This Amendment shall be effective on the date of the last signature below.

RECITALS

A. The Parties entered into a Class Action and PAGA Settlement Agreement and Release ("Agreement") in relation to the civil action filed by Plaintiff in the Superior Court of the State of California, County of Orange, captioned Eduardo Lozano v. Nuvision Federal Credit Union, Case No. 30-2024-01419434-CU-OE-CXC. Any capitalized terms used herein that are not defined shall have the same definition as in the Agreement.

B. On July 27, 2026, the Court continued Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and directed the Parties to submit an amendment to the Agreement, together with red-lined revised papers and an explanation of how the Court's concerns were resolved, addressing, among other things: **(1)** the estimated settlement administration costs; **(2)** the provisions of the Agreement stating that the Administrator will finally resolve disputes regarding challenges to Workweeks and/or Pay Periods (Paragraphs 7.6 and 7.8.4); **(3)** the provision of the Agreement stating that the Administrator shall make the final determination as to the authenticity of a Request for Exclusion (Paragraph 7.5.2); **(4)** the allocation of settlement payments to wages; **(5)** the operation of the escalator clause (Paragraph 8) in relation to the Class and PAGA Periods; and **(6)** the requested award of attorneys' fees.

THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement as follows:

AMENDMENT

1. Settlement Administration Costs. The Parties agree to amend Paragraph 3.2.3 of the Agreement to state the specific amount of the Administrator's "not to exceed" bid, to read as follows:

> 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Seven Thousand Four Hundred Ninety Dollars and Two Cents ($7,490.02), as provided in the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than anticipated, the Administrator will retain the remainder in the Net Settlement Amount.

2. Class Counsel Fees Payment. The Parties agree to amend Paragraph 3.2.2 of the Agreement to reduce the Class Counsel Fees Payment from not more than thirty-five percent (35%) of the Gross Settlement Amount to not more than thirty percent (30%) of the Gross Settlement Amount, such that the first sentence of Paragraph 3.2.2 reads as follows:

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 30% of the Gross Settlement Amount, which is currently estimated to be Two Hundred Two Thousand, Five Hundred Dollars and Zero Cents ($202,500.00), and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

All remaining provisions of Paragraph 3.2.2 shall remain in full force and effect.

3. Tax Allocation of Individual Class Payments. The Parties agree to amend Paragraph 3.2.4.1 of the Agreement to increase the portion of each Individual Class Payment allocated to wages, to read as follows:

3.2.4.1. Tax Allocation of Individual Class Payments: Thirty-three and one-third percent (33 1/3%) 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 other sixty-six and two-thirds percent (66 2/3%) 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.

4. Authenticity of Requests for Exclusion. The Parties agree to amend Paragraph 7.5.2 of the Agreement to provide that the Court, rather than the Administrator, will ultimately decide any unresolved dispute regarding the authenticity of a Request for Exclusion, to read as follows:

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. 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 and the Parties will attempt to resolve any dispute regarding the authenticity of a Request for Exclusion; however, any such dispute that cannot be resolved by the Administrator and the Parties shall be submitted to and decided by the Court, whose determination shall be final.

5. Challenges to Calculation of Workweeks and/or Pay Periods. The Parties agree to amend the portion of Paragraph 7.6 of the Agreement providing that the Administrator's determination of each Class Member's and PAGA Employee's allocation of Workweeks and Pay Periods shall be final, such that the corresponding sentence of Paragraph 7.6 reads as follows:

The Administrator and the Parties will attempt to resolve any challenge to the calculation of Workweeks and/or Pay Periods; however, any such challenge that cannot be resolved by the Administrator and the Parties shall be submitted to and decided by the Court, whose determination shall be final. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks or Pay Periods to Defense Counsel and Class Counsel.

All remaining provisions of Paragraph 7.6 shall remain in full force and effect.

6. Workweek and/or Pay Period Challenges. The Parties agree to amend Paragraph 7.8.4 of the Agreement to provide that the Court, rather than the Administrator, will ultimately decide any unresolved challenge, to read as follows:

> 7.8.4. Workweek and/or Pay Period Challenges. The Administrator and the Parties will attempt to resolve all Class Member and PAGA Employee challenges over the calculation of Workweeks and/or Pay Periods consistent with the terms of this Agreement; however, any such challenge that cannot be resolved by the Administrator and the Parties shall be submitted to and decided by the Court, whose determination shall be final.

7. Workweek Estimate and Escalator Clause. The Parties agree to amend Paragraph 8 of the Agreement to add the following provisions, which shall govern the operation of the escalator clause so that any adjustment to the Class and PAGA Periods is conclusively resolved before the Class Notice is mailed:

> Any election by Defendant under subparts (i) or (ii) of this Paragraph 8 shall be made before the Administrator mails the Class Notice. Not later than the date Defendant delivers the Class Data to the Administrator, Defendant shall provide the Administrator with an updated count of the total Workweeks worked by the Class Members during the entire Class Period, and the Administrator shall confirm in writing to Class Counsel and Defense Counsel whether the ten percent (10%) threshold described above has been triggered. Defendant shall then have a final opportunity to make its election under subpart (i) or subpart (ii) before the Class Notice is mailed. If Defendant does not timely elect subpart (ii), that option is waived, the Class Period and PAGA Period shall remain as defined in this Agreement, and Defendant shall increase the Gross Settlement Amount under subpart (i) to the extent the threshold is exceeded. If Defendant elects subpart (ii), any cut-off under subpart (ii) shall apply to the PAGA Period only to the same adjusted end date as the Class Period, to the extent the Parties apply the cut-off to the PAGA Period, and the confirmed adjusted end date of the Class Period and, to the extent applicable, the confirmed adjusted end date of the PAGA Period shall be stated in the Class Notice so that the Class Notice reflects the final, confirmed Class Period and PAGA Period. In no event shall the Class Notice be mailed to any individual who is not a Class Member or PAGA Employee under the final, confirmed Class Period and PAGA Period, and in no event shall any Class Member or PAGA Employee be provided a Class Notice that misstates the Workweeks, Pay Periods, or estimated payment to which he or she is entitled under the Settlement. The Parties shall be bound by the Administrator's confirmation and Defendant's election as set forth herein.

8. Requests for Exclusion. The Parties agree to amend Paragraph 7.5.1 of the Agreement concerning Requests for Exclusion as follows:

> 7.5.1. Class Members who wish to exclude themselves (opt out of) the Class Settlement may do so by completing and submitting the Request for Exclusion Form (Exhibit B) or another signed written request to the Administrator by mail, fax, or email, postmarked (if mailed) or sent (if faxed or emailed) no later than the Response Deadline. A Request for Exclusion must reasonably communicate the Class Member's election to be excluded from the Settlement and must include the Class Member's name, address, email address or telephone number, and last four digits of his or her

Social Security Number. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice.

9. Objections to Settlement. The Parties agree to amend Paragraph 7.7.1 of the Agreement concerning objections to the Class Settlement and this Agreement as follows:

> 7.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including the fairness of the Settlement, the amount allocated to the PAGA Settlement, and amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

10. Written Objections. The Parties agree to amend Paragraph 7.7.2 of the Agreement concerning the manner and timing of written objections as follows:

> 7.7.2. Participating Class Members may submit written objections either by filing them with the Court or by sending them to the Administrator by fax, email, or mail, in which case the Administrator shall file or forward them to counsel, not later than the Response Deadline. Participating Class Members may also appear at the Final Approval Hearing (or hire an attorney to appear at the Final Approval Hearing) to present verbal objections at their own expense.

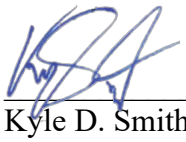
12. Revised Class Notice and Request for Exclusion Form. The Parties further agree to use the revised Notice of Class Action Settlement, attached to this Amendment as **Exhibit A**, as the operative Class Notice, which **(a)** discloses the estimated settlement administration costs of $7,490.02; **(b)** conforms the tax allocation of Individual Class Payments and the requested attorneys' fees to this Amendment; **(c)** includes and references the Request for Exclusion Form, attached to this Amendment as **Exhibit B**, that Class Members may complete and submit to exclude themselves from the Class Settlement; **(d)** provides that Participating Class Members may object to the Class Settlement, including the amount allocated to the PAGA Settlement; and **(e)** states that unresolved challenges are decided by the Court.

The Parties' counsel, on behalf of the Parties, having read and agreed to the foregoing, do hereby voluntarily execute this Amendment by signing below.

CLASS COUNSEL:

Dated: November 9, 2026

Melmed Law Group P.C.



Kyle D. Smith
Attorneys for Plaintiff

DEFENSE COUNSEL:

Dated: November 9, 2026

Jackson Lewis P.C.

/s/ Yvonne Arvanitis Fossati
Yvonne Arvanitis Fossati
Attorneys for Defendant

EXHIBIT A

Revised Notice of Class Action Settlement

4914-8113-1743, v. 1

NOTICE OF CLASS ACTION SETTLEMENT

IMPORTANT LEGAL NOTICE

Eduardo Lozano v. Nuvision Federal Credit Union

California Superior Court for the County of Orange, Case No. 30-2024-01419434-CU-OE-CXC

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT MAY AFFECT YOU.

A court authorized this notice. This is not a solicitation.

TO: EMPLOYEES WHO WERE EMPLOYED BY NUVISION FEDERAL CREDIT UNION IN THE STATE OF CALIFORNIA AS HOURLY NON-EXEMPT EMPLOYEES DURING THE CLASS PERIOD (AUGUST 19, 2020 THROUGH OCTOBER 20, 2025).

The Superior Court for the State of California, County of Orange, has granted preliminary approval of the proposed settlement ("Settlement") of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the proposed Settlement, and your rights and options with respect to the Settlement.

AN ESTIMATE OF YOUR SHARE OF THE SETTLEMENT CAN BE FOUND IN SECTION 7.

To receive your share, you do not have to file a claim or take any other action. You must take action only if you have an address change, want to object to the Settlement, or want to opt out from the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THIS PROPOSED SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY; IT EXPLAINS YOUR LEGAL RIGHTS.

1. Why Did I Receive This Notice?

A proposed settlement has been reached in a lawsuit involving Nuvision Federal Credit Union ("Defendant" or "Nuvision") that may affect your rights.

The records of the Defendant indicate that you worked at one or more of their California locations and you are a member of one or more of the following groups:

(A) "Class Members" means all of Defendant's current and former non-exempt employees who have worked in California during the Class Period (August 19, 2020 through October 20, 2025) and who did not sign an arbitration agreement with Defendant.

(B) "PAGA Members" means all of Defendant's current and former non-exempt employees who have worked in California during the PAGA Period (August 19, 2023 through October 20, 2025). PAGA Employees shall include individuals who signed an arbitration agreement with Defendant. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself

from the PAGA Settlement and the associated release of claims and rights under PAGA.

This means you are a potential Class and/or PAGA Member, and you have a right to know about the Settlement. The Settlement will resolve all Class Members' Released Claims, as described below, from August 19, 2020 through October 20, 2025 ("Class Period"), and will resolve all PAGA Members' Released Claims, as described below, from August 19, 2023 through October 20, 2025 ("PAGA Period").

[If the Class Period end date is adjusted under Paragraph 8 of the Settlement Agreement, the adjusted end date will be inserted here and throughout this Notice before mailing.]

The Preliminary Approval Hearing was held on _____. The Superior Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court will hold a Final Approval Hearing concerning the proposed settlement on [DATE] at [TIME].. You may attend the hearing via Zoom at:
[INSERT LINK HERE]

The date of the Final Approval Hearing may change without further notice to you and other Class Members. If you plan to attend the hearing, you should check the settlement website or review the Court's docket on the Court's Civil Case Access system at

https://civilwebshopping.occourts.org/Login.do;jsessionid=05E7B8873310610849BEC7F8BD4B476D to check if the date has changed. You may also obtain additional information regarding the Settlement and review important documents relating to this case by visiting the settlement website: [website]. Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award will be filed by _____.

2. What Is the Lawsuit About?

On August 19, 2024, Plaintiff Eduardo Lozano ("Plaintiff") filed a Class Action Complaint against Defendant Nuvision Federal Credit Union. Plaintiff brought this Class Action lawsuit on his behalf and other similarly situated employees in California.

In the lawsuit, Plaintiff alleges the following putative wage and hour class action against Defendant alleging the following causes of actions (1) Failure to Pay Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; (4) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; (5) Failure to Maintain Accurate Employment Records; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Pay All Wages Earned and Unpaid at Separation; (8) Failure to Indemnify All Necessary Business Expenditures; (9) Failure to Furnish Accurate Itemized Wage Statements; (10) Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). On October 25, 2024, Plaintiff amended his complaint against Defendant to add an eleventh cause of action for civil penalties under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA").

The Court has not made any decision about the claims or allegations in this lawsuit. By issuing this Notice, the Court is not suggesting that one side would win or lose if this case went to trial. Defendant vigorously denies any liability whatsoever, denies all of the factual and legal allegations, and contends that it fully complied with all applicable laws at all times. Plaintiff and Defendant have agreed to settle the case as a negotiated compromise.

3. What Is a Class Action?

A class action is a legal proceeding where one or more persons sue not just for themselves, but also for other people who have similar claims (forming a "class" or a group of people).

4. Background of Settlement

Plaintiff's lawyers ("Class Counsel") have conducted a thorough investigation of the facts in this case, as well as a detailed assessment of Defendant's records. Class Counsel then reached a settlement with Defendant after negotiations with the assistance of a neutral mediator.

Plaintiff and the attorneys for both sides believe the settlement is fair, reasonable, and adequate, and in the best interests of the Class and PAGA Members considering the uncertain outcome, risks, costs, and time involved in further litigation, trial, and possible appeals.

5. What Are the Monetary Terms of the Proposed Settlement?

Defendant has agreed to pay $675,000.00 (the "Gross Settlement Fund") to settle this case. This money will be used to pay: (1) the reasonable fees and expenses of the Settlement Administrator to oversee the settlement administration currently estimated at $7,490.02; (2) a $67,500 settlement under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA"), inclusive of a $43,875 payment to the California Labor and Workforce Development Agency ("LWDA"), and a $23,625 payment ("PAGA Fund") to all PAGA Members; (3) a $10,000 service payment to the Plaintiff to compensate him for his services to the Class in bringing and litigating this lawsuit and for a general release of all of his claims against Defendant ("Service Award"); and (4) $202,500 in attorneys' fees and up to $25,000 in costs to compensate Class Counsel for their services to the Class. The remainder of the Gross Settlement Fund after paying these standard costs is the Net Settlement Amount that will be distributed to Class Members who do not opt out of the settlement ("Participating Class Members").

6. How Will My Settlement Payment Be Determined?

Participating Class Members' and PAGA Members' payments will be distributed as follows: The Net Settlement Fund will be distributed to Settlement Class Members and PAGA Members on a proportionate distribution based on each Settlement Class Member's and PAGA Member's weeks worked during the Class Period and the PAGA Period, respectively, as follows:

- $23,625 shall be allocated for proportionate distribution based on weeks worked by the PAGA Members from August 19, 2023 through October 20, 2025. All PAGA Members will receive a proportional share of the $23,625 PAGA Fund, regardless whether they opt out of the Settlement Class.
- The remaining amount in the Net Settlement Fund shall be allocated for proportionate distribution based on weeks worked among the Settlement Class Members from August 19, 2020 through October 20, 2025.

7. How Much Can I Expect to Receive from This Settlement?

Your estimated gross distribution from the Net Settlement Amount and the PAGA penalties ("Settlement Payment") is set forth below and based on the following information from Defendant's records:

Your Dates of Employment and Work Weeks During the Class Period:

Your dates of employment during the Class Period are: _____ to _____.

You worked __ weeks between August 19, 2023 through October 20, 2025 (PAGA Group)

You worked __ weeks between August 19, 2020 through October 20, 2025 (Class Members)

Estimated Share of Net Settlement Amount:

Based on this information, your estimated share of the Net Settlement Amount is: $_____.

YOUR TOTAL ESTIMATED SETTLEMENT PAYMENT BASED ON _ WORKWEEKS WORKED DURING THE PAGA PERIOD AND _ WORKWEEKS WORKED DURING THE CLASS PERIOD (AS REFERENCED ABOVE), BEFORE TAX DEDUCTIONS AND WITHHOLDINGS, IS: $_____

Your actual Settlement Payment may end up being higher or lower than estimated.

If you disagree with any of the information above which was used to calculate your Settlement Payment, you may challenge the information by contacting the Settlement Administrator and providing information/documentation to support your challenge. The Settlement Administrator will evaluate the evidence you submit and, with the assistance of counsel for both sides, attempt to resolve your challenge. If the challenge cannot be resolved, the Court will decide it.

For tax purposes, your Settlement Payment shall be allocated between wages and non-wage income as follows: 33 1/3% of such consideration shall be allocated to the payment of taxable wages and wage-related payments; 66 2/3% of such consideration shall be allocated to the payment of non-wage income consisting of interest on wages, alleged penalties, liquidated damages, and related aspects of the settlement. From the portion which is wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholdings required by law or expressly authorized by the Class Member. From the portions which are allocated as non-wage income shall be withheld all applicable deductions or withholdings required by law or expressly authorized by the Class Member. The wage portion will be reported on an IRS Form W-2, and the non-wage portion and any PAGA payment will be reported on an IRS Form 1099. Consult your tax advisor with any questions about the tax consequences of your Settlement Payment.

8. When Will I Receive My Payment and What Do I Have To Do?

The Court will hold a Final Approval hearing on [_____]at [TIME], to determine whether to approve the settlement. You may attend the hearing on Zoom at:
[INSERT LINK]

If the Court approves the settlement, there may be appeals after that. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. Even if the Court approves the settlement, and there are no appeals, the settlement checks will not be issued until about three months after the date of the fairness hearing at the earliest. The Settlement Agreement contains the exact details of the payment schedule. You may obtain a copy of the Settlement Agreement by following the instructions in Section 15 below.

You must cash each check within 180 days of issuance. Checks are void 15 days after the 180-day check cashing deadline. Any amount remaining 180 days after the Final Approval Order and after any correctable errors or omissions are covered will be tendered to the California State Controller's Office's Unclaimed Property Division in the name of the Participating Class Member to whom the check was payable.

9. What Are My Legal Rights and Options Under the Settlement?

Do Nothing	If you do nothing, and if the Court grants final approval of the Settlement, you will receive payments under the Settlement. You will also release (give up your rights) on any and all claims you may have that are covered by the Settlement. You do not have to do anything to receive payments. To receive a check, you must ensure that your address is kept up to date.
Challenge the Underlying Data for Your Share	You may challenge the data used to determine your Settlement Payment if you believe the data is incorrect. If you wish to challenge the data, you must do so in writing, and can mail the Challenge Form enclosed with this Notice to the Settlement Administrator at the address below on or before _____, 202_, along with any supporting documentation. Be sure to include your full name. The Settlement Administrator will attempt to resolve the dispute directly with you, with the assistance of the lawyers for both sides. If the dispute cannot be resolved, the Court will decide the dispute. All such disputes will be resolved no later than _____.
Exclude Yourself or "Opt Out" of the Class Settlement but not the PAGA Settlement	If you "opt out," you will NOT receive any money from the Class Settlement and you will NOT release any Released Class Claims. To opt out, you must complete the enclosed Request for Exclusion Form and send it to the Settlement Administrator at the address below by mail, fax, or email, postmarked (if mailed) or sent (if faxes or emailed) no later than _____, 202_. Any request for opt-out postmarked after _____, 202_ will be void unless the Court agrees to review the late request. You cannot opt out of the PAGA portion of the proposed Settlement. PAGA Members will receive a payment from the PAGA Fund and must release (give up their rights) to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, including the amount allocated to the PAGA settlement. If you are a Participating Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. To object, you must file a written objection with the Clerk of the Superior Court for the State of California, County of Orange. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Objections may be made at the hearing on the Motion for Final Approval without a written objection being submitted only with the Court's express permission. Alternatively, written objections may be sent to the Settlement Administrator by mail, fax, or email by the same deadline. All written objections must state your full name, address, and the dates you worked as an employee for the Defendant. Any written objection should state each specific reason in support of the objection, and state whether it applies only to the objector, to a specific subset of the class, or to the entirety of the class. Written objections and supporting papers must (a) clearly identify the case name and number (*Eduardo Lozano v. Nuvision Federal Credit Union*, Case No. 30-2024-01419434-CU-OE-CXC), (b) be submitted to the Court either by filing them electronically or in person at any location of the Superior Court for the State of California, County of Orange, and (c) be filed or postmarked on or before _____.

10. What If I Have Questions?

If you have questions, please contact Class Counsel or the Settlement Administrator.

Class Counsel:

MELMED LAW GROUP P.C.
Jonathan Melmed
jm@melmedlaw.com
Kyle D. Smith
ks@melmedlaw.com
Rachel Jo
rj@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067

Settlement Administrator:

Lozano v. Nuvision Federal Credit Union
c/o Apex Class Action, LLC.
[ADDRESS]
Tel. [PHONE]
Fax [FAX]
Email: [EMAIL]

DO NOT CONTACT THE COURT OR DEFENDANT'S ATTORNEYS FOR INFORMATION REGARDING THE SETTLEMENT OR THE CLAIM PROCESS.

11. Who Is the Settlement Administrator?

The Settlement Administrator is a company hired by the Parties to administer the Settlement. The parties have agreed to use Apex Class Action, LLC as the Settlement Administrator.

The Settlement Administrator's duties include calculating settlement payments, processing challenges, objections, and exclusions, making payments to the Class Members, and answering questions you may have.

12. How Will the Lawyers and the Representative for the Class Be Paid?

Class Counsel will request Court approval for reimbursement of actual litigation costs up to $25,000 and payment of attorneys' fees of up to no more than 30% of the Gross Settlement Fund. The Court will decide whether or not to award the attorneys' fees requested. The attorneys' fees are for legal services that have been and will be provided to the Classes.

Class Counsel will also ask the Court to approve a Service Award of up to $10,000 for the Plaintiff for the effort, time, and risks he took to bring this case, as well as for his release of all claims against Defendant. If approved, this award would be in addition to the amount Plaintiff receives under the settlement as a Class Member.

13. What Is Being Released as Part of the Settlement?

If the Court grants Final Approval of the settlement, the Participating Class Members (those who did not opt out) , on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were

alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, California Industrial Commission Wage Orders, the California Code Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to pay all minimum wages, failure to pay all overtime wages and double time wages, failure to provide rest periods and pay missed rest period premiums, failure to provide meal periods and pay missed meal period premiums, failure to maintain accurate employment records, failure to pay wages timely during employment, failure to pay al wages earned and unpaid at separation, failure to indemnify all necessary business expenditures, failure to furnish accurate and itemized wage statements, and violations of California Unfair Competition Law, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the Class Period ("Released Class 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 based on facts occurring outside the Class Period.

All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiff's notice to the LWDA, the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804, California Industrial Commission Wage Orders, and the California Code Regulations, and including all claims for or related to alleged failure to pay all minimum wages, failure to pay all overtime wages and double time wages, failure to provide rest periods and pay missed rest period premiums, failure to provide meal periods and pay missed meal period premiums, failure to maintain accurate employment records, failure to pay wages timely during employment, failure to pay al wages earned and unpaid at separation, failure to indemnify all necessary business expenditures, failure to furnish accurate and itemized wage statements, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the PAGA Period.

14. Can I Be Retaliated Against for Participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. This means Defendant may not fire, demote, or harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate in the Settlement.

15. Getting More Information about the Settlement

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at _____, by contacting Class Counsel or the Settlement Administrator via the contact information provided in Section 10, by accessing the Court docket in this case, for a fee, through the Court's Civil Case Access system at

https://civilwebshopping.occourts.org/Login.do;jsessionid=05E7B8873310610849BEC7F8BD4B476D, or by visiting the office of the Clerk of the Superior Court for the State of California, County of Orange, Complex Department, 751 West Santa Ana Blvd. Santa Ana, CA 92701, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

IMPORTANT:

1. **If you move or change your address, send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.**

2. **It is strongly recommended that you keep a copy of any challenge, request for exclusion and/or objection that you submit, and proof of timely mailing, emailing, and/or faxing, until after the Final Approval hearing.**

Your Contact Information

The Settlement Administrator is using the following contact information for you. If any of your contact information is inaccurate, please correct that information and return a copy of this form to the Settlement Administrator at the address above.

<<Name>>

_____

<<Address>>

_____

<<City>>, <<State> <Zip>>

_____

(___ ___ ___) ___ ___ ___ -- ___ ___ ___ ___

Home Telephone Number

(___ ___ ___) ___ ___ ___ -- ___ ___ ___ ___

Cellular Phone Number

_____

Email

Complete this Challenge Form only if you wish to challenge the personal information used to calculate your estimated Settlement Payment, as listed above.

Challenge Form

Check the boxes below ONLY if you wish to challenge the personal information used to calculate your estimated Settlement Payment, as listed above. You do NOT have to submit this form if this information is accurate. All fields must be completed for your challenge to be accepted. **Any challenges must be postmarked or sent, if emailed or faxed, by no later than [DATE].** Challenges postmarked, emailed, or faxed after this date will not be honored.

☐ I wish to challenge the dates of my employment.

I have included a written statement of what I believe to be my correct information regarding the challenge(s) checked above. I have also included information and/or documents that support my challenge (for example, paystubs or time records). I understand that, by submitting this challenge, I authorize the Settlement Administrator to review Defendants' records, to provide a copy of this challenge and my supporting documents or information to Class Counsel and Defense Counsel, and to contact me to attempt to resolve my challenge. If my challenge cannot be resolved, I understand the Court will make a final decision regarding my challenge.

If you have checked any of the boxes above, please sign below, print your name, and provide your Class Member ID number (from the address label on the envelope of this mailing).

_____
Signature

Name of Class Member ____[NAME]_____

Class Member ID Number (from address label): _____[mail id]_____

Statement of reasons and documents in support of challenge(s) checked above:

_____
_____

_____
_____

_____
_____

_____
_____

[Please attach documents and use separate page(s) as necessary]

4918-6753-0463, v. 1

EXHIBIT B

Request for Exclusion Form

REQUEST FOR EXCLUSION FORM

Eduardo Lozano v. Nuvision Federal Credit Union
Superior Court of the State of California for the County of Orange
Case Number 30-2024-01419434-CU-OE-CXC

If you want to be included in this class action settlement and receive a settlement payment, do not fill out this form.

If you do *not* want to be included in this class action settlement, and do not want to receive a settlement payment, you must complete, date and sign this form and send it to the Settlement Administrator below by mail, fax, or email, postmarked (if mailed) or sent (if faxed or emailed) no later than [Response Deadline]:

Lozano v. Nuvision Federal Credit Union
c/o Apex Class Action, LLC
[ADDRESS]
[CITY, STATE ZIP]
Fax: [FAX]
Email: [EMAIL]

If you submit this request for exclusion form, you will ***not*** receive an individual settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will be a Non-Participating Class Member.

If you are entitled to receive a share of the PAGA Payment, you will receive your portion of the PAGA Payment even if you elect to exclude yourself from the class action portion of the Settlement. There is no statutory right for any PAGA Employee to opt out of or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA. The employees entitled to receive a share of the PAGA Payment are all of Defendant's current and former non-exempt employees who worked in California during the PAGA Period, defined as the period from August 19, 2023 through October 20, 2025.

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

> I have received notice of the proposed settlement in this class action lawsuit, and I wish to be excluded from the settlement in the class action lawsuit. I understand by requesting exclusion from the class settlement I will not receive an Individual Class Payment from the class settlement (although I will receive any PAGA payment to which I am entitled), but I will retain whatever individual rights I may have, if any, to pursue a claim against the defendant with respect to the claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____