

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MIREYA MARTINEZ, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

CENCORA, INC., a Delaware corporation;
AMERISOURCEBERGEN DRUG CORPORATION, a Delaware corporation;
AMERISOURCEBERGEN SERVICES CORPORATION, a Delaware corporation;
AMERISOURCEBERGEN SPECIALTY GROUP, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVRS2401305

Assigned for All Purposes to: Hon. Gilbert Ochoa, Dept. R17

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

Complaint Filed: October 7, 2024
FAC Filed: November 22, 2024
Trial Date: None Set

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

This Joint Stipulation of Class and PAGA Action Settlement is entered into by and between Plaintiff Mireya Martinez, individually and on behalf of the proposed Class described herein and as a representative of the State of California with respect to the California Labor Code Private Attorneys General Act Members described herein, and Defendant AmerisourceBergen Drug Corporation.

THE CONDITIONAL NATURE OF THIS SETTLEMENT

1. This Settlement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Settlement is made in compromise of disputed claims. Because the Action is being settled as a class and representative action, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis. If the Court does not enter the Final Approval Order and Judgment, the proposed Final Approval Order and Judgment does not become Final for any reason, and/or the Effective Date does not occur, this Settlement shall be deemed null and void *ab initio*; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of the Settlement and associated pleadings shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that are applicable. The Parties agree to amend this agreement as is mutually acceptable to the Parties to address any Court concerns and cooperate in obtaining final approval.

2. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief, as well as denies the class and representative action allegations asserted in the Action, as those terms are defined below. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge class and representative action treatment on any grounds, as well as asserting any and all other privileges

and potential defenses. Plaintiff and Class Counsel (as defined below) agree that Defendant retains and reserves these rights, and Plaintiff and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Settlement, Defendant cannot contest class certification or representative action treatment on any grounds whatsoever, or assert any and all other privileges or potential defenses if the Action were to proceed.

DEFINITIONS

3. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint Stipulation of Class and PAGA Action Settlement.

4. “Action” means the court action, entitled *Martinez v. Cencora, Inc. et al.*, San Bernardino County Superior Court, Case No. CIVRS2401305.

5. “Class Counsel” means Protection Law Group, LLP.

6. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed One-Third (1/3) of the Gross Settlement Amount, *i.e.* Six Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$608,333.33) and the reimbursement of costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

7. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) Eligible Workweeks; (6) Eligible Pay Periods; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

8. “Class” or “Class Members” means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

9. “Class Period” means the period from April 27, 2023, through January 20, 2026, subject to Paragraph 48 below.

10. “Class Representative” means Plaintiff Mireya Martinez in her capacity as representative of the Participating Class Members.

11. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of the efforts and risks she has taken in assisting with the prosecution of the Action and in exchange for the General Release of her claims as provided herein.

12. “Court” means the Superior Court of the State of California for the County of San Bernardino.

13. “Defendant” means AmerisourceBergen Drug Corporation.

14. “Eligible Workweeks” means the workweeks that each Class Member worked in California during the Class Period for Defendant based on the Class List.

15. “Eligible Pay Periods” means the pay periods that each PAGA Member worked in California during the PAGA Period for Defendant based on the Class List.

16. “Effective Date” means the date when the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the day after the deadline for filing a notice of appeal and no such appeal being filed (c) if any timely notice of appeals are filed, the day after the appellate court affirms the Judgment and issues a remittitur.

17. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement and Judgment based thereon.

18. “Gross Settlement Amount” means the sum of One Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,825,000.00). The Gross Settlement Amount, as approved by the Court, is inclusive of Class Counsel’s Fees and Costs, Class Representative

Enhancement Payment, Settlement Administration Costs, PAGA Payment, Individual Settlement Payment, and all taxes except for Defendant's share of payroll taxes with respect to the wage portions of the Individual Settlement Payment. Defendant shall not be required to pay anything above or beyond the Gross Settlement Amount, under any circumstance, as a result of this Settlement, except as provided for in Paragraph 48. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

19. "Individual Settlement Payment" means the *pro rata* amount payable from the Net Settlement Amount to each Participating Class Member and any *pro rata* payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

20. "Net Settlement Amount" means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's Fees and Costs, (2) Settlement Administration Costs, (3) Class Representative Enhancement Payment to Plaintiff; and (4) the PAGA Payment to the LWDA and PAGA Members.

21. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

22. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, and last four digits of the employees social security number (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

23. "Operative Complaint" means the First Amended Class Action and Representative Complaint in the Action.

24. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

25. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

26. “PAGA Payment” means the amount that the Parties have agreed to allocate in order to settle claims arising under PAGA. The Parties have agreed that One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount will be allocated to the resolution of the PAGA Claims. Pursuant to PAGA, Sixty-Five Percent (65%) of this amount (\$65,000.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five Percent (35%) of this amount (\$35,000.00) will be distributed to PAGA Members on a *pro rata* basis, based on the total number of pay periods worked by each PAGA member during the PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA Payment regardless of their decision to participate in the class settlement if the PAGA Payment is approved by the Court.

27. “PAGA Period” means the period from September 17, 2023, through January 20, 2026, subject to Paragraph 48 below.

28. “PAGA Members” means all current and former non-exempt employees who worked for Defendant in the state of California at any time during the PAGA Period.

29. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

30. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

31. “Plaintiff” means Mireya Martinez.

32. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

33. “Qualified Settlement Fund” means the account or trust established by the Settlement Administrator to handle and administer the funding and payments related to the Settlement.

34. “Released Class Claims” means all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, arising during the Class Period, based on the facts asserted in the Operative Complaint including but not limited to factual allegations regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during employment; (vii) failure to include all remuneration into the calculation of the regular rate of pay; (viii) unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.* and 17203 based on the aforementioned; (ix) violation of the California Labor Code based on the aforementioned, including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199; and (x) violation of the Industrial Welfare Commission Wage Orders based on the aforementioned.

35. “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the September 17, 2024 PAGA Notice, and/or the October 22, 2024 Amended PAGA Notice to the LWDA (LWDA-CM-1051090-24), arising during the PAGA Period, including but not limited to factual allegations regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during employment; (vii) failure to include all remuneration into the calculation of the regular rate of pay; (viii) violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199,

2699; and (ix) violation of the Industrial Welfare Commission Wage Orders based on the
aforementioned.

36. “Released Parties” means Defendant and its past, present and/or future, direct
and/or indirect, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
assigns, joint venturers, associated organizations and their officers, directors, members, trustees,
joint employers, managers, agents, managing agents, management-level employees, contractors,
representatives, attorneys, insurers, partners, investors, shareholders, and administrators, and all
persons acting by, through, under, or in concert with any of them, and/or all persons acting on
behalf of them.

37. “Request for Exclusion” means a valid and timely written statement submitted by
a Class Member requesting to be excluded from the Class Settlement. To be effective, the Request
for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
four digits of the Class Member’s Social Security number (b) include the name of the case and
case number of the Action; and (c) a clear statement requesting to be excluded from the Class
Settlement. To be effective, the Request for Exclusion must be mailed to the Settlement
Administrator at the specified address, post-marked by the Response Deadline and received by the
Settlement Administrator. The Request for Exclusion shall not be effective as to the release of
claims arising under PAGA.

38. “Response Deadline” means the date sixty (60) days after the initial mailing of the
Notice to Class Members by the Settlement Administrator and the last date on which Class
Members may submit Objections, Requests for Exclusion, written objections to the Settlement,
and/or submit disputes regarding Eligible Workweeks credited to them. In the event the 60th day
falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on
which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion,
Objections, or workweek disputes, will be extended fifteen (15) days for any Class Member who
is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or
Federal holiday, in which case the Response Deadline will be extended to the next day on which
the U.S. Postal Service is open. The Response Deadline may also be extended by express

agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

39. “Settlement Administrator” means Apex Class Action LLC, who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

40. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Eligible Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Eleven Thousand Eight Hundred Eighty Dollars and Zero Cents (\$11,880.00).

41. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member worked at least 1 day for Defendant.

BENEFITS OF THE SETTLEMENT TO THE PARTIES

42. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through discovery regarding Plaintiff’s allegations, and the substantial benefits to be received by Participating Class Members.

DEFENDANT’S POSITION

43. Defendant and the Released Parties specifically and generally deny any and all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than Settlement, the Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has concluded that further conduct of the Action would be protracted, distracting, and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement. Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in this Settlement.

44. Neither this Settlement, nor any document referred to in it, nor any actions taken pursuant to this Settlement, is or should be construed as an admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the Settlement be construed as an admission that Plaintiff could meet any of the class action requirements or that any PAGA claim would be manageable. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant, as to whether a class action should be certified, or that any PAGA claim is manageable.

45. Defendant has concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of the outcome of the Action. Therefore, Defendant has determined that it is desirable and beneficial to resolve the claims in the Action.

TERMS OF AGREEMENT

46. Conditional Class Certification: The Parties stipulate, for settlement purposes only, to the certification by the Court of the Class. If, for any reason, the Court does not approve this Settlement, fails to enter the Final Approval Order and Judgment, or if this Settlement is terminated

or does not become effective for any other reason, the Class will be decertified and Defendant shall, and hereby does, retain the right to dispute the appropriateness of class certification.

47. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

48. Potential Increase to the Gross Settlement Amount or Revision of Class/PAGA Period: This Settlement is based on an estimated count of approximately 64,000 workweeks in the Class Period. Should the actual number of Eligible Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 6,400 Workweeks) Defendant shall have the option, without consent of the Plaintiff or Class Counsel, to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Eligible Workweeks worked by the Class Members above 10%. For example, if the number of Eligible Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%; or (2) cut off the end of the Class and PAGA Period on the date before the workweeks meet this 10% threshold. In the event this provision is triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to sending Notice to the proposed settlement class.

49. Funding of the Gross Settlement Amount: Within twenty-eight (28) calendar days of the Effective Date, or October 1, 2026, whichever date is later, Defendant will deposit the Gross Settlement Amount and the employer-side payroll taxes calculated by the Settlement Administrator into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator

to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fourteen (14) calendar days following the Effective Date.

50. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

51. Class Counsel's Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than One-Third (1/3) of the Gross Settlement Amount *i.e.* Six Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$608,333.33) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel's Fees and Costs. The Settlement Administrator will pay the Class Counsel Fees and Costs using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel's Fees and Costs payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments. Neither Class Counsel nor the Class Representative can rescind or back out of the Settlement if the Court awards less than the requested Class Counsel's Fees and Costs. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

52. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment

of Seven Thousand Five Hundred Dollars (\$7,500.00). For purposes of tax withholding, the Class Representative Enhancement Payment will be reported on an IRS Form 1099. The Class Representative Enhancement Payment is in exchange for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. The Class Representative shall be solely and legally responsible for paying any and all applicable taxes on her Enhancement Payment and shall indemnify, defend, and hold Released Parties harmless from any claim or liability for taxes, penalties or interest arising as a result of the Enhancement Payment. Neither Class Counsel nor the Class Representative can rescind or back out of the Settlement if the Court awards less than the requested Enhancement Payment. Any portion of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

53. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eleven Thousand Eight Hundred Eighty Dollars (\$11,880.00). In the event that the Settlement Administration Costs exceed this amount, any additional Settlement Administration Costs will be paid from the Gross Settlement Amount. Under no circumstances will Defendant be required to contribute additional funds, above and in addition to the Gross Settlement Amount, to cover any additional Settlement Administration Costs. In the event that Settlement Administration Costs unanticipatedly increase the Parties shall obtain a revised quote and obtain approval from the Court regarding any increased costs of settlement administration.

54. PAGA Payment: One Hundred Thousand Dollars (\$100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, *i.e.* Sixty-Five Thousand Dollars (\$65,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Thirty-five percent (35%) of this amount, *i.e.* Thirty-Five Thousand Dollars (\$35,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of pay periods worked by each PAGA Member during the PAGA Period. PAGA

Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement. At the same time as they submit this Settlement to the Court for preliminary approval, Class Counsel shall submit a copy of this Settlement to the LWDA, as required by California Labor Code § 2699(1)(2). Within ten (10) calendar days of the Final Approval Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).

55. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,825,000.00 minus
Enhancement Payment:	\$	7,500.00;
Class Counsel's Fees:	\$	608,333.33;
Class Counsel's Costs:	\$	30,000.00;
PAGA Payment	\$	100,000.00; and
Settlement Administration Costs:	\$	11,880.00
Estimated Net Settlement Amount	\$	1,067,286.67

56. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will multiply the Net Settlement Amount by a fraction, the numerator of which is the Class Member's individual number of Eligible Workweeks, and the denominator of which is the total number of Eligible Workweeks of all Class Members.

b) Allocation of Class Portion of Individual Settlement Payments: The Class Portion of each Individual Settlement Payment will be allocated as follows: one-third (1/3)

of each Individual Settlement Payment will be allocated as wages, to be reported on an IRS Form W-2 (if applicable), and two-thirds (2/3) shall be allocated as interest, penalties, and non-wage damages, to be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold (and remit to the appropriate taxing authorities) the employee's and employer's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments, and issue checks to Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). Settlement Class Members will each indemnify and hold Released Parties harmless for any taxes due or owing by them with respect to such payments and/or any penalties and interest owed by the Released Parties for the failure to withhold with respect to such payments. Other than as set forth above, the Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual Settlement Payments.

c) Calculation of PAGA Portion of Individual Settlement Payments:

To determine each PAGA Member's Individual PAGA Payment, the Settlement Administrator will multiply the PAGA Member Amount by a fraction, the numerator of which is the PAGA Member's individual number of Eligible Pay Periods, and the denominator of which is the total number of Eligible Pay Periods of all PAGA Members.

d) Allocation of PAGA Portion of Individual Settlement Payments:

The PAGA Portion of each Individual Settlement Payment will be allocated 100% as Penalties, to be reported on an IRS 1099 (if applicable). PAGA Members will be responsible for paying all taxes due on their Individual Settlement Payments. The Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer

contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual Settlement Payments.

57. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

58. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.

i) Post settlement documents and a notice of final judgment online at Settlement Administrator's website.

j) Translate the Notice from English to Spanish.

59. Delivery of the Class List: Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Class List shall be based on Defendant's personnel, payroll, and/or other business records and provided in a format acceptable to the Settlement Administrator. The Settlement Administrator shall maintain the Class List, and all data contained within the Class List, as private and confidential and shall not disclose such data to any persons or entities other than counsel for Defendant, unless otherwise required by law, and in a redacted format to Counsel for both Parties as necessary for review and approval regarding the calculation of the Individual Settlement Payments to the Class and PAGA Members. To the extent the Settlement Administrator receives inquiries from individual Class Members, the Settlement Administrator will apprise Class Counsel and Defendant's Counsel of the fact of the inquiry. The Settlement Administrator will attempt to resolve any such inquiry and will involve the Parties' respective counsel to the extent necessary. In the event that the Settlement Administrator receives an inquiry from an individual who alleges they are a Class Member and was left off of the Class List, the Settlement Administrator shall promptly apprise Class Counsel and Defendant's Counsel of the inquiry and Class Counsel and Defendant's Counsel shall meet and confer in good faith regarding whether the individual is in fact a Class Member. The information in the Class List is being supplied solely for purposes of the administration of the Settlement and cannot be used by the Settlement Administrator for any purpose other than to administer the Settlement.

60. Notice by First-Class U.S. Mail: Within fourteen (14) days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Notice will be provided in both English and Spanish.

61. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database

1 for information to update and correct for any known or identifiable address changes. Any Notice
2 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
3 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
4 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
5 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
6 the correct address using a skip-trace, or other search using the name, address and/or Social
7 Security number of the Class Member involved, and will then perform a single re-mailing. In the
8 event that a Notice is re-mailed to a Class Member, the Response Deadline for that Class Member
9 shall be extended by fifteen (15) calendar days from the original Response Deadline.

10 62. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
11 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
12 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
13 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement
14 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
15 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)
16 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to
17 the Settlement, or Eligible Workweek Disputes; (i) the claims to be released, as set forth herein;
18 and (j) the date for the final approval hearing.

19 63. Disputed Information on Notice: Class Members will have an opportunity to
20 dispute the information provided in their Notice. To the extent Class Members dispute the number
21 of Eligible Workweeks and/or Eligible Pay Periods with which they have been credited or the
22 amount of their Individual Settlement Payment, Class Members may produce evidence to the
23 Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
24 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
25 Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the
26 evidence submitted by the Class Member regarding the number of eligible Workweeks that should
27 be applied and/or the Individual Settlement Payment to which the Class Member may be entitled.
28 If the Parties and the Class/PAGA Member do not agree the dispute will be submitted to the Court

for final review, determination, and approval by the Court.

64. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

65. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number (b) the name of the case and case number of the Action; and (c) a clear statement requesting to be excluded from the settlement of the class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

66. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant shall have the option, in its sole and exclusive discretion, to void the Settlement. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind

1 the Agreement within fourteen (14) days of the Settlement Administrator notifying the Parties of
2 these opt-outs. If Defendant chooses to exercise this option, the effect will be precisely the same
3 as if Final Approval did not occur, as discussed herein. If Defendant exercises its right to rescind
4 the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to
5 the date of rescission.

6 67. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
7 occurrence of the Effective Date, any Class Member who does not affirmatively opt-out of the
8 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms,
9 including those pertaining to the Released Class Claims, as well as any Judgment that may be
10 entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of
11 the Settlement shall not be bound by such Judgment or the Class Release. However, the opt-out
12 shall not be effective as to the release of claims arising under the Private Attorneys General Act.
13 The names of Class Members who have opted-out of the settlement shall be disclosed to the
14 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the
15 Court.

16 68. Objection Procedures: To object to the Settlement, a Participating Class Member
17 must postmark a valid Objection to the Settlement Administrator on or before the Response
18 Deadline. The Objection must be signed by the Participating Class Member and contain all
19 information required by this Settlement Agreement including the employees full name, address,
20 telephone number, the last four digits of their social security number, the name of the case and
21 case number, and the specific reason including any legal grounds for the Participating Class
22 Member's objection. The postmark date will be deemed the exclusive means for determining that
23 the Notice of Objection is timely. Participating Class Members who fail to object in the manner
24 specified above will be foreclosed from making a written objection, but shall still have a right to
25 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no
26 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating
27 Class Members to submit written objections to the Settlement or appeal from the Order and
28 Judgment. Class Counsel will not represent any Class Members with respect to any objections to

1 this Settlement.

2 69. Settlement Administrator Weekly Reports: The Settlement Administrator will
3 provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number
4 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices
5 returned and re-mailed and (c) whether any Class Member has submitted a challenge to any
6 information contained in the Notice. Additionally, the Settlement Administrator will provide to
7 counsel for both Parties any updated reports regarding the administration of the Settlement
8 Agreement as needed or requested.

9 70. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
10 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
11 eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled.
12 If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or
13 PAGA payment check within the 180 calendar days, the uncashed funds, subject to Court approval,
14 shall be distributed to the State of California Controller's Office Unclaimed Property Division to
15 be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the
16 benefit of those Participating Class Members and PAGA Members who did not cash their checks
17 until such time that they claim their property. The Parties agree that this disposition results in no
18 "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement
19 Amount will be paid out to Participating Class Members and the entire 35% portion of the PAGA
20 Payment will be paid out to the PAGA Members, whether or not they all cash their Settlement
21 Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest
22 on such amounts. The Individual Settlement Payments provided to Participating Class Members
23 and to PAGA Members shall prominently state the expiration date or a statement that the
24 Settlement Check will expire in one hundred eighty (180) calendar days, or alternatively, such a
25 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
26 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
27 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.
28 Even if a Participating Class Member and/or PAGA Member does not negotiate their settlement

check, the Settlement, including its releases, will be binding on them.

71. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

72. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff, Participating Class Members, and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

73. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such

1 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
2 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
3 including any transaction contemplated by this Agreement.

4 74. No Prior Assignments: The Parties and their counsel represent, covenant, and
5 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
6 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
7 action, cause of action or right herein released and discharged.

8 75. Release by Participating Class Members: Upon Defendant's complete funding of
9 the Gross Settlement Amount and of the employer-side payroll taxes—as calculated by the
10 Settlement Administrator—Participating Class Members shall be deemed to have fully, finally,
11 and forever released and discharged the Released Parties from the Released Class Claims that arose
12 during the Class Period. This release shall be binding on all Participating Class Members.

13 76. Release by the State of California and LWDA: Upon Defendant's complete funding
14 of the Gross Settlement Amount and of the employer-side payroll taxes—as calculated by the
15 Settlement Administrator—the LWDA and the State of California, through Plaintiff as its agent
16 and/or proxy, shall be deemed to have fully, finally, and forever released and discharged the
17 Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties
18 intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a
19 representative action if an aggrieved employee were to bring a subsequent claim on behalf of the
20 LWDA based on the same or similar facts as the Released PAGA Claims and covering the PAGA
21 Period.

22 77. Release of Additional Claims & Rights by Plaintiff: Upon Defendant's complete
23 funding of the Gross Settlement Amount and of the employer-side payroll taxes—as calculated by
24 the Settlement Administrator—Plaintiff—on behalf of herself only—shall be subject to the
25 additional following General Release: In consideration of Defendant's promises and agreements
26 as set forth herein, Plaintiff hereby fully, finally, and forever releases the Released Parties from
27 any and all Released Class Claims and Released PAGA Claims and also generally releases and
28 discharges the Released Parties from any and all claims, demands, obligations, causes of action,

rights, or liabilities of any kind, known or unknown, suspected or unsuspected, which have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, against Defendant and/or any of the Released Parties arising at any time prior to the execution of the Joint Stipulation of Class and PAGA Action Settlement, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment and/or wrongful termination of employment. This general release of claims specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

78. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; fails to enter the Final Approval Order and Judgment, or if this Settlement is terminated for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the Qualified Settlement Fund will be returned to Defendant, the Class will be decertified, Defendant shall, and hereby does, retain the right to dispute the appropriateness of class certification, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated

as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will work together cooperatively in an effort to reach a settlement that may be approved by the Court.

79. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members, as specified herein, in materially the same format as **Exhibit A**. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Class Counsel will prepare and file the motion for preliminary approval and supporting papers for the Court. Class Counsel will provide copies of all documents to be filed with the Court to Defendant's counsel at least five (5) business days before the documents are filed, for review and comment by Defendant. Defendant agrees that it will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

80. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class Representative Enhancement Payment; (d) PAGA Payments and (e) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will provide copies of all documents to be filed with the Court to Defendant's counsel at least five (5) business days before the documents are filed, for review and comment by Defendant. The Parties and their respective counsel shall make all reasonable efforts

1 to secure entry of the Final Approval Order and Judgment. The proposed Final Approval Order
2 and Judgment shall be filed with the Court with the motion for final approval, or as otherwise
3 directed by the Court. Class Representative and Class Counsel agree that they shall be responsible
4 for justifying the amount of the Class Representative Enhancement Payment and Class Counsel's
5 Fees and Costs to the Court, and they agree to submit, as appropriate, the necessary materials to
6 justify these payments. If the Court (or any appellate court) awards less than the amount requested
7 for Class Counsel's Fees and Costs, or less than the amount requested for the Enhancement
8 Payment for the Class Representative, only the awarded amounts shall be paid and shall constitute
9 satisfaction of the obligations of Defendant to pay the Class Counsel's Fees and Costs and Class
10 Representative Enhancement Payment under this Settlement. Defendant agrees it shall not oppose
11 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to
12 rescind pursuant to the terms of this Agreement.

13 81. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
14 the Court after the Final Approval/Settlement Fairness Hearing, the Parties will present the
15 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
16 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
17 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
18 may be appropriate under court rules or as set forth in this Settlement.

19 82. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
20 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
21 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

22 83. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
23 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
24 agreements may be deemed binding on the Parties.

25 84. Amendment or Modification: This Settlement Agreement may be amended or
26 modified only by a written instrument signed by counsel for all Parties or their successors-in-
27 interest and approved by the Court.

28 85. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant

and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

86. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

87. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

88. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

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

90. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible

consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

91. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

92. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class or PAGA Member, other than according to the Settlement's terms.

93. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

94. Captions: The captions and section numbers in this Agreement are inserted for the

reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

95. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

96. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

97. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

98. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

99. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

100. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class

Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

101. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

102. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 4/6/2026

PLAINTIFF

Firmado por:
By: Mireya Martinez
459D26F224B0427

Dated:

DEFENDANT

AMERISOURCEBERGEN DRUG CORP.

By:

Name:

Title:

APPROVED AS TO FORM

Dated: 4/6/2026

PROTECTION LAW GROUP, LLP.

By: Peter Horton, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated:

MORGAN, LEWIS & BOCKIUS LLP

By: Andrew Frederick
Michelle Quach
Attorneys for Defendant

Dated: _____

PLAINTIFF

By: _____
Mireya Martinez

Dated: April 11, 2026

DEFENDANT

AMERISOURCEBERGEN DRUG CORP.

By: Signed by: Douglas Arone
ACB3FCEB81F14AB...

Name: Douglas Arone

Title: Vice President & Associate General Counsel

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP.

By: _____
Peter Horton, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated: April 13, 2026

MORGAN, LEWIS & BOCKIUS LLP

By: C Th
Andrew Frederick
Michelle Quach
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Martinez v. Cencora Inc. et al.
San Bernardino County Superior Case No. CIVRS2401305

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees of AmerisourceBergen Drug Corporation (“Defendant”) who worked for Defendant in California at any time between April 27, 2023, and January 20, 2026.

BASIC INFORMATION

1. What is this settlement about?

Mireya Martinez (“Plaintiff”), an employee of AmerisourceBergen Drug Corporation (“Defendant”) filed a lawsuit against Defendant on October 7, 2024. This case, *Martinez v. Cencora, Inc et al.* San Bernardino County Superior Case No. CIVRS2401305 is currently pending in the San Bernardino County Superior Court. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and maintained unfair business practices. The lawsuit also seeks penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for violations of the claims alleged above.

Defendant denies all allegations in the lawsuit and contends that it has fully complied with California’s wage and hour laws. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment. As a result of arms-length negotiations at a mediation, with an experienced wage and hour mediator, the Parties reached a class action and PAGA representative action settlement that is subject to Court approval.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Mireya Martinez, also known as “Plaintiff”), sues on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The San Bernardino County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class and PAGA Action Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff the Class Representative, and appointed his attorneys at Protection Law Group, as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement is within the range of reasonableness that could ultimately be approved. A Final Determination on whether to approve the settlement will be made at the Final Approval hearing on [REDACTED].

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between April 27, 2023, and January 20, 2026.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or Six Hundred and Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$608,333.33);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Dollars Eight Hundred and Eighty Dollars (\$11,880.00); and
- E. **PAGA Payment** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, Sixty-Five Thousand Dollars (\$65,000.00), shall be paid to the LWDA. The remaining thirty-five percent (35%), Thirty-Five Thousand Dollars (\$35,000.00), will be distributed to non-exempt employees who worked for Defendant in California at any time between September 17, 2023, and January 20, 2026, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from April 27, 2023, through January 20, 2026 (“Eligible Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment based on the number of pay periods you worked from September 17, 2023, through January 20, 2026.

The Class Portion of your Individual Settlement Payment will be apportioned as one-third wages, and two-third interest, penalties, and non-wages. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099, if applicable.

You worked **XXX** workweeks during the Class Period (April 27, 2023 – January 20, 2026). The Class Portion of your Individual Settlement Payment is estimated to be **XXXX.XX**. This is only an estimate and the amount of this payment may change (i.e., the amount could go up or down) depending on various factors.

You worked **XXX** pay periods during the PAGA Period (September 17, 2023 – January 20, 2026). The PAGA Portion of your Individual Settlement Payment is estimated to be **XXXX.XX**. This is only an estimate and the amount of this payment may change (i.e., the amount could go up or down) depending on various factors.

This estimated amount was determined based on Defendant's records of your employment between April 27, 2023, through January 20, 2026, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or the number of pay periods word during the PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks and pay periods will be reviewed by Counsel for the Parties and if you and the Parties do not agree will be submitted to the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at **[REDACTED]** if you need to update contact information.

7. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Workweeks and/or Pay Periods above are not correct, you may send a letter to the Settlement Administrator, which must : (a) contain the case name and number of the Action; (b) contain your full name, signature, mailing address, telephone number, and the last four digits of the Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you, and what you contend is the correct number to be credited to you; and (d) include information and/or attach documentation demonstrating the number(s) of Workweeks and/or Pay Periods that you contend should be credited to you are correct. Your letter must be postmarked on or before **[REDACTED]**. The Settlement Administrator will resolve any dispute regarding these issues based on Defendant's records and any information you provide.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant AmerisourceBergen Drug Corporation and its past, present and/or future, direct and/or indirect, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint

venturers, associated organizations and their officers, directors, members, trustees, joint employers, managers, agents, managing agents, management-level employees, contractors, representatives, attorneys, insurers, partners, investors, shareholders, and administrators, and all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.

The “Released Class Claims” means all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, arising during the Class Period, based on the facts asserted in the Operative Complaint including but not limited to factual allegations regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during employment; (vii) failure to include all remuneration into the calculation of the regular rate of pay; and (viii) unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.* and 17203 based on the aforementioned; (ix) violation of the California Labor Code based on the aforementioned, including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199; and (x) violation of the Industrial Welfare Commission Wage Orders based on the aforementioned.

The “Class Period” during which the release of Released Class Claims pertains is from April 27, 2023, through January 20, 2026.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California between September 17, 2023, and January 20, 2026, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the September 17, 2024 PAGA Notice, and/or the October 22, 2024 Amended PAGA Notice to the LWDA (LWDA-CM-1051090-24), arising during the PAGA Period, including but not limited to factual allegations regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during employment; (vii) failure to include all remuneration into the calculation of the regular rate of pay; (viii) violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699; and (ix) violation of the Industrial Welfare Commission Wage Orders based on the aforementioned.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from September 17, 2023, through January 20, 2026.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number.

Your written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]
[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No, except if you worked between September 17, 2023, and January 20, 2026, in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA. If you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
Peter Horton, Esq.
D. Luke Clapp, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number, and the specific reason(s) for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], in Department R17 of the San Bernardino County Superior Court located at 8303 N Haven Ave Rancho Cucamonga, CA 91730. The Final Approval Hearing may be continued to another date without further notice.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the San Bernardino County Superior Court website.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your Settlement Payment check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE