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KASAMBA, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ALBERT SIMIC, Plaintiff, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

KASAMBA, INC.,

Defendant.

Case No. 2:24-cv-08887-JFW-SK

STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Stipulation of Class and PAGA Representative Action Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and Plaintiff Albert Simic ("Plaintiff") on behalf of himself and the putative class and as a proxy/agent for the California Labor and Workforce Development Agency ("LWDA"), and Defendant Kasamba, Inc. ("Kasamba" or "Defendant") (collectively, the "Settling Parties").

DEFINITIONS

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

1. "Action" means the above-captioned case entitled *Simic v. Kasamba, Inc.*, Case No. Case No. 2:24-cv-08887-JFW-SK, filed on September 9, 2024, in the Superior Court of California, County of Los Angeles, and now pending in the United States District Court, Central District of California.

2. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any experts.

3. "Class Counsel" means Daniel Brome of Nichols Kaster, LLP, Reena I. Desai of Nichols Kaster, PLLP, and Christopher Q. Davis of Working Solutions Law Firm, PLLC.

4. "Class List" means a complete list of all Class Members that Kasamba diligently and in good faith compiled from its records, including their names, last known mailing address, phone number, and personal email address (to the extent available), social security numbers, and start and end dates.

5. "Class Member(s)" or "Settlement Class" means:

Those Readers who were included in the data Defendant produced in advance of mediation (i.e., those identified by Defendant as having worked for Defendant in California since September 9, 2020). As explained in Paragraph 29, below ("Gross Settlement Amount"), if the class size changes significantly—whether due to (a) Defendant seeking to include any additional individuals who were not part of the Settlement Class or (b) the opting out of Class Members the amount of the settlement will be increased or decreased proportionally according to the provisions of ¶ 29.;

6. "Class Representative" mean Albert Simic.

7. "Court" means the United States District Court, Central District of California, or any other court taking jurisdiction of the Action.

8. "Effective Date" means the date on which a judgment becomes a Final Judgment. "Final Judgment" means the latest of the following dates: (i) if no Class Member files an objection to the Settlement, then the date the Court enters an order granting Final Approval; (ii) if a Class Member files a timely objection to the Settlement that is not withdrawn, then the date immediately after the applicable date for seeking appellate review of the Court's Final Approval Order has expired, assuming no appeal or request for review is filed; and (iii) if a Class Member files an appeal or petition for review following disposition of an objection, the date of the final resolution of that appeal or request for review (including any requests for rehearing and/or petitions for writ of certiorari) resulting in the Final Approval of the Settlement.

9. "Enhancement Payment" means the amount the Court approves to be paid to the Class Representative in recognition of the Class Representative's efforts in coming forward as Class Representative and participating in the Action.

10. "Final Approval" or "Final Approval Order" means the Court order granting final approval of the Settlement Agreement.

11. "Gross Settlement Amount" means the total settlement amount of One Million Four Hundred Thousand Dollars ($1,400,000.00), inclusive of (a) Ten Thousand Dollars ($10,000) allocated to penalties under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq., of which 65% shall be paid to the LWDA and 35% shall remain part of the Net Settlement

Amount to be distributed to the Class Members; (b) the attorneys' fees incurred by Class Counsel in litigating this lawsuit and as approved by the Court, not to exceed 25% of the Gross Settlement Amount; (c) costs incurred by Class Counsel in litigating this lawsuit estimated to be $25,000; (d) an Enhancement Payment of $10,000 for the Class Representative; and (e) any administrative costs associated with distribution of notice to the Settlement Classes, final distribution of the individual settlement amounts to the Class Members and PAGA allocation payments to Non-Participating Class Members, issuance of tax forms, and any other administration costs necessary to effectuate the terms of the Settlement Agreement, expected to be $7,500. The remainder of the Gross Settlement Amount shall be distributed to the Settlement Class Members. Except as set out in Paragraph 29, below, the Gross Settlement Amount is non-reversionary (no amount will revert to Kasamba). No claim forms shall be required from Settlement Class Members in order for Settlement Class Members to receive payment. Provided there are no individuals added to the Settlement Class, as set out in Paragraph 29, below, Kasamba's contribution to the settlement shall not exceed the Gross Settlement Amount.

12. "Individual Settlement Payment" means each Participating Class Member's share of the Net Settlement Amount, to be distributed to Participating Class Members.

13. "Kasamba's Counsel" means Michael E. Brewer, Kimberly F. Rich, and Phillip R. Di Tullio of Baker & McKenzie LLP.

14. "Labor and Workforce Development Agency Payment" or "LWDA Payment" means the amount that the Settling Parties have agreed to allocate from the Gross Settlement Amount to the LWDA in connection with the claim brought under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*, ("PAGA"). The Settling Parties have agreed that Ten Thousand Dollars and Zero Cents ($10,000.00) of the Gross Settlement Amount will be allocated to the resolution of any Participating Class Members and Non-Participating Class Members' claims arising under PAGA. Pursuant to PAGA, Sixty-Five Percent (65%), or Six Thousand Five Hundred Dollars and Zero Cents ($6,500.00), of the PAGA Settlement Amount will be paid to the LWDA; and Thirty-Five Percent (35%), or Three Thousand Five

Hundred Dollars and Zero Cents ($3,500.00), of the PAGA Settlement Amount will be included in the Net Settlement Amount.

15. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deducting the: (a) LWDA Payment; (b) approved Attorneys' Fees and Costs; (c) Enhancement Payment; (d) $50,000 contingency fund consistent with Paragraph 29 (to be allocated after Final Approval), and (e) Settlement Administration Costs (as defined in Paragraph 29). Settlement payments from the QSF to Participating Class Members, as well as PAGA allocation payments to Non-Participating Class Members, will be distributed from the Net Settlement Amount. Forty percent of the settlement payment will be reported as wages for tax purposes with Plaintiff and each Participating Class Members receiving an IRS Form W-2. Sixty percent of the settlement payment shall constitute payment for liquidated damages and will be reported on an IRS Form 1099 and will be treated as non-wage payments for which an IRS Form 1099 will be issued.

16. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the Final Approval Hearing.

17. "Notice of Settlement" means the Notice of Class Action Settlement, substantially in the form of <u>**Exhibit A**</u> as initially prepared by Class Counsel and approved by Kasamba's Counsel.

18. "Participating Class Members" means all Class Members who do not submit valid and timely requests for exclusion.

19. "Non-Participating Class Members" means all Class Members who submit valid and timely requests for exclusion.

20. "Plaintiff's General Release of Claims and Rights" means Plaintiff Albert Simic's additional release of rights and claims upon the Effective Date in consideration of Kasamba's

promises and agreements set forth in this Settlement Agreement as follows: Plaintiff fully releases the Releasees (as defined in Paragraph 25) from any and all Released Claims and also generally release and discharge the Releasees from all claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known or unknown, which Plaintiff or his heirs, executors, administrators, successors, and assigns, may now have or hereafter later determine that they have or had upon, or by reason of, any cause or thing whatsoever relating to his employment or termination of employment against Releasees, including, but not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act ("FLSA"), the Equal Pay Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq*., as amended, but not limited to, breach of fiduciary duty and equitable claims to be brought under § 1132(a)(3), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the California Fair Employment and Housing Act, the California Family Rights Act, PAGA, California Business and Professions Code §§ 17200, *et seq*., the California Labor Code, and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty, or any action similar thereto against the Releasees, including any claim for attorneys' fees, expenses or costs based upon any conduct up to and including the date of filing the motion for Preliminary Approval or July 19, 2025, whichever is later. The Plaintiff's Release does not extend to any claims that cannot be released through a private agreement as a matter of law, including, but not limited to any claims for California Workers' Compensation benefits (except that Plaintiff hereby releases and waives any claims that, as a result of his termination, he is entitled to additional benefits or payments); any claim for unemployment compensation benefits; or any claim that cannot be released by private contract or for breach of the Settlement Agreement's terms. Plaintiff's release of claims will be valid upon the Effective Date. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff further warrants and represents that he is not currently aware of any other claims against Defendants, including those claims that cannot be released by private agreement, such as workers' compensation claims.

21. Plaintiff acknowledges that he has read Section 1542 of the Civil Code of the State of California, 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.**

Plaintiff understands that Section 1542 (and similar laws of other states) gives persons signing a release under California law the right not to release existing claims of which the person is not now aware, unless the person voluntarily chooses to waive this right. Even though Plaintiff is aware of the rights described in Section 1542 and similar laws of other states, Plaintiff nevertheless hereby voluntarily waives such rights and elects to assume all risks for claims that now exist in Plaintiff's favor, known or unknown, arising from the subject matter of the Plaintiff's Release in this Agreement. Plaintiff acknowledges that different or additional facts may be discovered in addition to what Plaintiff now knows or believes to be true with respect to the claims released and extinguished by the Plaintiff Release, and Plaintiff agrees that this Agreement will be and remain in effect in all respects as a complete and final release of the claims released in the Plaintiff Release, notwithstanding any such different or additional facts.

22. "Qualified Settlement Fund" means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

23. "Released Claims" means all the California wage and hour claims asserted in Plaintiff's First Amended Complaint filed on November 21, 2024 arising from Plaintiff's and Settlement Class Members' work with Defendant as psychic readers from September 9, 2020 up to and including the date of filing the motion for Preliminary Approval or July 19, 2025, whichever is later, including all claims for failure to pay minimum wage (including the alleged violation of the California Labor Code and IWC Wage Order No. 10), failure to provide reimbursement for business expenses, unlawful withholding of earned wages, failure to provide accurate wage statements, and failure to pay earned wages upon discharge, as well as related penalties under PAGA. The release of claims against Kasamba will only be valid and enforceable if the settlement Effective Date occurs.

24. "Releasees" mean Defendant Kasamba, Inc. and each of its past or present officers, directors, managers, employees, agents, representatives, attorneys, insurers, investors, shareholders, members, administrators, subsidiaries, affiliates, divisions, and/or assigns.

25. "Request for Exclusion" means a timely letter submitted by a Class Member requesting to be excluded from the Settlement Class. The Request for Exclusion must: (a) be signed by the Class Member if submitted by mail or fax, rather than email; (b) contain the name and address of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be returned by email, fax, or mail to the Settlement Administrator at the specified email address, mailing address, and/or facsimile number; and (e) be emailed, faxed, or postmarked on or before the Response Deadline. If a Request for Exclusion is received more than 2 business days after the Response Deadline, the date of the email, fax, or

postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement Agreement if the Court grants Final Approval of the Settlement, meaning that the Class Member's Released Claims will be deemed released, barred, and extinguished by the Court's Final Approval Order and by the operation of law. A Non-Participating Class Member who excludes him or herself from the Class will still receive a PAGA allocation, and be deemed to release all claims for PAGA penalties included within the Released Claims.

26. "Response Deadline" means the deadline by which Class Members must mail, email, or fax to the Settlement Administrator valid Requests for Exclusion or mail or file Notices of Objection to the Settlement. The Response Deadline will be sixty (60) calendar days from the Settlement Administrator's initial mailing of the Notice of Settlement, unless the 60th 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 for Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice of Settlement by the Settlement Administrator due to an incorrect mailing address, 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 Kasamba's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

27. "Settlement Administrator" means Simpluris, Inc. or any other third-party class action settlement administrator that the Settling Parties jointly select. The Settling Parties 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.

28. "Settlement Administration Costs" means 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 the Individual Settlement Payments, the LWDA Payment, PAGA allocation payments to Non-Participating Class Members, Enhancement Payments, and Attorneys' Fees and Costs; and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Settling Parties, and associated tax reporting. The Settlement Administration Costs, which are expected to be $6,500, will be paid from the Gross Settlement Amount, including, if necessary and approved by the Court, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class and as proxy for the LWDA, on the one hand, and Kasamba, on the other hand, in consideration of the mutual covenants, promises, and undertakings set forth herein, agree, subject to the Court's approval, as follows:

29. Gross Settlement Amount. Kasamba agrees to pay no more than the Gross Settlement Amount, as provided for in this Settlement Agreement; except, however, that if changes to the Settlement Class result in a net increase or decrease in total pro rata allocations exceeding $50,000, then the settlement amount will be increased or decreased proportionally, including attorneys' fees. Prior to the close of the Notice period, the class size may change due to (a) Defendant seeking to include any additional individuals who were not part of the Settlement Class or (b) the opting out of Class Members. For example, if one new individual is added to the Settlement Class whose allocation would be $20,000 (below the $50,000 buffer), no new money will be added to the Gross Settlement Amount, and that individual's allocation will be paid out of the contingency fund; if instead three new individuals are added to the Settlement Class whose total allocations would amount to $90,000, then the Gross Settlement Amount will increase by $120,000 ($90,000 in Class Member allocations plus a proportionate increase in attorneys' fees). By way of another example, if a Settlement Class Member opts out of the settlement and has an allocation of $20,000, that amount and the contingency fund would be reallocated to Participating Class Members; if instead three individuals Opt-out whose total allocation is $60,000, then the Gross

Settlement Amount would be reduced by $80,000 ($60,000 in Class Member allocations plus a proportionate increase in attorneys' fees). The Parties agree to cooperate in good faith to address changes to the class size (if any) after the close of the Notice period.

30. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Kasamba will make the initial payment by depositing One Million Dollars ($1,000,000.000) into a Qualified Settlement Fund established by the Settlement Administrator for the purpose of administrating the Settlement (the "Initial Payment"). Within 120 days after the Initial Payment, Kasamba will pay the remaining Four Hundred Thousand Dollars ($400,000.00) of the settlement to the Settlement Administrator (the "Final Payment").

31. Attorneys' Fees and Costs. Within fourteen (14) calendar days after the Initial Payment and the Final Payment, the Settlement Administrator shall pay a proportionate amount of the Court-approved Attorneys' Fees and Costs to Class Counsel (i.e., 5/7 of the total after the Initial Payment and 2/7 of the total after the Final Payment). In the event that the Court reduces or does not approve the requested award to Class Counsel for attorneys' fees and costs, Class Counsel shall not have the right to terminate or revoke this Settlement Agreement, and it will remain binding. Plaintiff will have the right to appeal an award of attorneys' fees and expenses that is less than the requested amount. Any amount not awarded in attorneys' fees or expenses will be paid to the Class Members on a pro rata basis.

32. Enhancement Payment. In recognition of his effort and work in prosecuting the Action on behalf of Class Members, and in exchange for a General Release of all claims, Kasamba agrees not to oppose or impede any application or motion for Enhancement Payment of Ten Thousand Dollars ($10,000.00) to the Plaintiff/Class Representative, provided that such application or motion is consistent with this Settlement Agreement. The Enhancement Payment will be paid from the Gross Settlement Amount in conjunction with the settlement payments to Class Members. The Enhancement Payment will be characterized as a non-wage payment and reported on a Form 1099. Plaintiff will be solely responsible for any and all applicable taxes on the payment made

pursuant to this section. If the Court awards less than $10,000, the difference will be paid to the Class Members on a pro rata basis.

33. 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. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments and PAGA allocation payments to Non-Participating Class Members, the issuance of IRS Forms W-2 and 1099, distributing the Individual Settlement Payments, and PAGA allocation payments to Non-Participating Class Members, administering the Qualified Settlement Fund, and providing necessary reports and declarations.

34. Labor and Workforce Development Agency Payment. Subject to Court approval, the Settling Parties agree that $10,000.00 from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims for civil penalties. Pursuant to PAGA, Sixty-Five Percent (65%), or $6,500.00, of the PAGA Settlement Amount will be paid to the LWDA; and Thirty-Five Percent (35%), or $3,500.00, of the PAGA Settlement Amount will be included in the Net Settlement Amount. In connection with Settlement approval, Class Counsel shall timely notify the LWDA of the existence of the Settlement. Class Counsel will provide a copy of this Stipulation for Settlement to the LWDA pursuant to the requirements specified in Labor Code §§ 2698-2699.5. If the LWDA objects to the amount of its payment and the Court sustains the objection, or if the Court denies approval of the Settlement Agreement based on the sufficiency of the PAGA Settlement Amount or LWDA Payment, the Settling Parties will attempt in good faith to renegotiate the terms of the settlement. In no event will any revised allocation by the Court result in an increase in the Gross Settlement Amount.

35. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class and PAGA allocation payments to Non-Participating Class Members in accordance with the terms of this Settlement. No portion of the Net Settlement Amount will revert to or be retained by Kasamba.

36. Individual Settlement Payment Calculations. All of the Net Settlement Amount will be allocated on a prorated basis to Settlement Class Members who did not opt-out. The allocation formula is based on Class Counsel's damages analysis, with weighting of certain claims, penalties, and damages based on litigation risk, and was provided to and approved by Kasamba's Counsel. To the extent any new individuals are added to the Settlement Class, Kasamba will provide the same format of data to Class Counsel as was initially provided, and Class Counsel will calculate those individuals' allocations based on the same formula. Class Counsel will reserve a $50,000 contingency fund when calculating the initial allocations for the Notice consistent with paragraph 29. Any remaining amounts in the contingency fund will be reallocated for the Final Payment.

37. Issuing Settlement Payments. The Settlement Administrator shall issue Settlement Payments to Class Members in the form of a check within fourteen (14) calendar days after the Initial Payment and within fourteen (14) calendar days after the Final Payment.

38. Administration Process. The Settling Parties mutually will agree on a Settlement Administrator and jointly will manage the Settlement Administrator's work. The Settling 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 the administration of the Settlement. The Settling Parties agree that communications to and from the Settlement Administrator will include both Class Counsel and Kasamba's Counsel, except for inquiries from Class Members on which it would be inappropriate to include Kasamba.

39. Delivery of the Class List. Within two calendar days of filing the Preliminary Approval motion, Kasamba's Counsel shall provide the Class List to the Class Counsel and the Settlement Administrator. The Class List shall only be used for the purposes of notifying the Class Members of the Settlement and for mailing the Settlement Payments.

40. Notice by First-Class U.S. Mail and email. Within seven (7) calendar days after Preliminary Approval is granted, Class Counsel will mail the Notice of Settlement to all Class Members via regular First-Class U.S. Mail, using the most recently known mailing addresses identified in the Class List, and by email, using the email addresses identified in the Class List. The

Settlement Administrator will maintain a website that will house documents relating to the settlement. The Settlement Administrator will also establish a phone number for class member inquiries and an email address and fax number at which the Settlement Administrator will receive communications regarding the settlement.

41. Confirmation of Contact Information in the Class List. Prior to mailing the Notice of Settlements, Class Counsel will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Class Counsel shall also perform a quality control review to identify any incorrect email addresses. Any Notices of Settlement returned to Class Counsel as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and Class Counsel will indicate the date of such re-mailing on the Notice of Settlement. If no forwarding address is provided, Class Counsel will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or date of birth of the Class Member involved, and will then perform a single re-mailing. Unless Class Counsel receives a Notice of Settlement returned from the United States Postal Service as non-deliverable, the Class Notice shall be deemed mailed and received by the Class Member to whom it was sent five (5) business days after mailing. Class Counsel shall also review the email address associated with any email notices that are returned undeliverable to determine whether a correct email address can be identified.

42. Notice of Settlement. All Class Members will be emailed and mailed a Notice of Settlement. Each Notice of Settlement will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) the amounts requested for attorneys' fees and costs and for an enhancement payment, and each Class Member's estimated Individual Settlement Payment; (e) the dates which comprise the applicable class periods for each Settlement Class; (f) instructions on how to submit Requests for Exclusion, Notices of Objection and disputes regarding the settlement; (g) contact information for Class Counsel and the Settlement Administrator; (h) the deadlines by which the Class Member

must postmark, email, or fax Requests for Exclusions or postmark, email, or fax Notices of Objection to the Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing. The Notice of Settlement will also be posted on the settlement website.

43. Disputed Claims. All disputes received, postmarked, emailed, or faxed on or before the Response Deadline will be resolved by the time of the Final Approval Hearing. Kasamba's records, however, are presumed to be correct unless a Participating Class Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the evidence submitted by the Class Member in consultation with Class Counsel and Kasamba's Counsel. In the event the parties are unable to resolve the dispute, Class Counsel will summarize the dispute in the Motion for Final Approval for the Court to resolve.

44. Request for Exclusion Procedures. Any Class Member wishing to opt out from the Settlement Agreement must postmark, email, or fax a written Request for Exclusion to the Settlement Administrator on or before the Response Deadline. Requests for Exclusion submitted by mail or fax rather than email must be signed. Plaintiff may not opt out from the Settlement Agreement. If a request for Exclusion is received more than 2 business days after the Response Deadline, the postmark date on the return mailing envelope, email message date, or fax 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 Kasamba's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be entitled to receive an Individual Settlement Payment.

45. 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 their submission is defective, the reason(s) why it is defective, and that the defect(s) 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) calendar days from the date of the cure letter, whichever date is later, to postmark, email, or fax a corrected Request for Exclusion. If the corrected Request for Exclusion is not postmarked or received by email or fax within that period, it will be deemed untimely. The Settlement Administrator shall identify any potentially defective submissions to Kasamba's Counsel and Class Counsel, who will meet and confer to determine whether the submission should be allowed.

46. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be a Participating Class Member and will be bound by all of the terms of the Settlement Agreement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members may not opt out of the Settlement Agreement with respect to claims for PAGA penalties included among the Released Claims, and Non-Participating Class Members who opt out shall still be deemed to release all claims for such PAGA penalties.

47. Objection Procedures. To object to the Settlement Agreement, a Class Member must mail a valid Notice of Objection to the Court on or before the Response Deadline. The Class Member must sign the Notice of Objection, and the Notice of Objection must contain all information this Settlement Agreement requires. Class Members will have a right to appear at the Final Approval Hearing in order to have the Court hear their objections. At no time will any of the Settling Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order. Plaintiff will neither submit a Request for Exclusion nor Notice of Objection to the Settlement.

48. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Kasamba's Counsel and Class Counsel a weekly report which certifies the number of Class Members who have submitted valid Requests for Exclusion and whether any Class Member has submitted a challenge to any information contained in their

Notice of Settlement. Additionally, the Settlement Administrator will provide to counsel for both Settling Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

49. Uncashed Settlement Checks. Any checks the Settlement Administrator issues to Participating Class Members and Non-Participating Class Members from the Initial Payment will be negotiable for one hundred eighty (180) calendar days, after which they will become void. In such event, the Settlement Class Member shall remain bound by the settlement. Checks issued after the Final Payment will be negotiable for ninety (90) calendar days, after which they will become void. The Settlement Administrator shall advise the Parties of the number and total amount of uncashed checks beginning 45 days after check issuance, and shall send a reminder 75 days after check issuance to all class members who have not negotiated their checks. The Parties and the Settlement Administrator will take all reasonable steps to locate Class Members and reissue checks. To the extent any checks are not negotiated and are voided, no funds will revert to Kasamba. If the total value from any uncashed checks exceeds $100,000, there will be a supplemental distribution to Participating Class Members, with a 60-day check cashing period. If the total value from any uncashed checks is less than $100,000, those funds will be used to fund a *cy pres* payment to Legal Aid at Work.

50. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated with forty percent treated as wages, for which each Participating Class Members will receive an IRS Form W-2, and sixty percent treated as non-wage payments, reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Non-Participating Class Members, and Class Counsel any tax forms as may be required for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding any payroll taxes to the appropriate government authorities.

51. Tax Liability. Kasamba's Counsel and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiff and Participating Class Members are not relying on any statement, representation, or

calculation by Kasamba, Class Counsel, or the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

52. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" IS EACH PARTY TO THIS AGREEMENT, AND AN "OTHER PARTY" IS ANY PARTY OTHER THAN THE ACKNOWLEDGING PARTY) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE SETTLING PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL 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 TO ANY OTHER PARTY OR ANY ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

53. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement and all the terms and agreements contained therein, and any documents generated to bring it into effect, will be null and void, and all amounts deposited into the Qualified Settlement Fund will be returned to Kasamba with the exception of the Settlement Administrator's costs incurred. Any order or judgment the Court enters in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

54. Preliminary Approval. Plaintiff will request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order that: (a) approves the parties' proposed notice plan; (b) preliminarily approves the Settlement Agreement, and (c) sets a date for a Final Approval Hearing. In conjunction with the Preliminary Approval motion, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Settlement in the form of the proposed Notice of Class Action Settlement document, attached as Exhibit A. Class Counsel will provide a copy of the settlement agreement to the LWDA simultaneously with the motion's filing with the Court.

55. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to submit Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether to grant final approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) PAGA allocation payments to Non-Participating Class Members; (c) the LWDA Payment; (d) the Attorneys' Fees and Costs; (e) the Enhancement Payment; (f) the Contingency Fund; and (g) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel also will be responsible for drafting the attorneys' fees and costs and Enhancement Payment applications to be heard at the Final Approval Hearing.

56. Judgment and Continued Jurisdiction. Upon the Court's final approval of the Settlement or after the Final Approval Hearing, the Settling Parties will present the Judgment to

the Court for its approval. Plaintiff's and the Settlement Class's claims will be dismissed with prejudice. After entry of the Judgment, the Court will have continuing jurisdiction until all payments and obligations provided for in the Settlement have been fully completed solely for purposes of addressing: (a) the interpretation and enforcement of the Settlement's terms, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

57. Stay on Appeal. In the event of a timely appeal from the Judgment and dismissal (except for an appeal as to attorneys' fees or costs), the Judgment shall be stayed, and none of the Gross Settlement Amount shall be distributed to the Settlement Class Members, Plaintiff, or Class Counsel, and the actions required by this Settlement Agreement shall not take place until all appeal rights have been exhausted by operation of law. If Class Counsel appeals from a denial of attorneys' fees or costs, the Settlement Administrator shall hold the entirety of the requested attorneys' fees and costs in the QSF but shall distribute the remainder of the Net Settlement Amount. If the reduction of attorneys' fees or costs is upheld on appeal, the unapproved portion of attorneys' fees or costs shall be distributed to the classes on a pro rata basis. Class Counsel shall bear responsibility for any increased settlement administration costs resulting from an appeal as discussed in this paragraph.

58. Release by Plaintiff and Participating Class Members. Upon the Effective Date, the Plaintiff's General Release of Claims and Rights shall take effect, and the Participating Class Members will release and forever discharge the Releasees of the Released Claims.

59. Release by Non-Participating Class Members. Upon the Effective Date, any Class Members who opted out of the Settlement Agreement by submitting valid and timely requests for exclusion will be deemed to release and forever discharge the Releasees from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations contained in the operative First Amended Complaint or any amendments thereto continuing through the date of the Preliminary Approval motion filing or July 19, 2025, whichever is later. They will release no other claims.

60. <u>Exhibits Incorporated by Reference</u>. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

61. <u>Entire Agreement</u>. This Settlement Agreement and any attached Exhibits constitute the entirety of the Settling Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Settling Parties. Except as otherwise provided herein, each party shall bear its own costs and attorneys' fees.

62. <u>Amendment or Modification</u>. This Settlement Agreement may be amended or modified only by a written instrument, to be signed either by authorized representatives of all Settling Parties or their respective successors-in-interest.

63. <u>Authorization to Enter into Settlement Agreement</u>. Counsel for all Settling Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Settling 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.

64. <u>Use of Best Efforts</u>. The Settling Parties and their counsel will cooperate with each other and use their best efforts to effect and implement all terms and conditions of the Settlement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement.

65. <u>Binding on Successors and Assigns</u>. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Settling Parties, as previously defined.

66. <u>Governing Law</u>. All substantive terms of this Settlement Agreement and its Exhibits will be governed by and interpreted according to the laws of the State of California. All procedural terms of this Settlement Agreement, including the procedures by which the Parties will seek the Court's approval of the Settlement, will be governed by the Federal Rules of Civil Procedure and applicable federal case law.

67. <u>Execution and Counterparts</u>. The Settlement Agreement may be executed in one or

more counterparts. All executed counterparts and each of them, including DocuSign or other electronic or scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Settling Parties will exchange among themselves original signed counterparts upon request.

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

69. No Admission of Liability. Kasamba and all the Releasees deny any and all claims asserted or that could have been asserted on behalf of the Settlement Class and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or admission and will not be used against Kasamba or any of the Releasees as an admission or indication with respect to any claim of any fault, concession, or omission by Kasamba or any of the Releasees.

70. Full Payment of Attorneys' Fees and Costs. Plaintiff and Class Counsel understand and agree that any attorneys' fees and cost payments made under this Settlement will be the full, final, and complete payment of all attorneys' fees and costs related to the Action, including all attorneys' fees and costs arising from or relating to the representation of Plaintiff, the Class Members, or any other attorneys' fees and costs associated with the investigation, discovery, prosecution, and/or appeal of the claims released under the Settlement Agreement. Class Counsel shall not seek to recover any fees or costs awarded in excess of the terms in this Settlement.

71. Invalidity of Any Provision. Before declaring any provision of this Settlement 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 Settlement Agreement valid and enforceable.

72. Waiver of Certain Appeals. The Settling Parties agree to waive appeals; except,

however, that Plaintiff or Class Counsel may appeal any reduction in the Attorneys' Fees and Costs below the amount they request from the Court consistent with the terms of this Settlement Agreement, but any such appeal shall not affect the Court's Final Approval of the Settlement Agreement, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

73. Captions. The captions and section numbers in this Settlement 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 Settlement Agreement.

74. 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 Settling Parties will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

75. Mutual Preparation. The Settling Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement 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 Settling Parties, it being recognized that, because of the arms'-length negotiations between the Settling Parties, all Settling Parties have contributed to the preparation of this Settlement Agreement.

76. Representation by Counsel. The Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement 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 Settlement Agreement or on any amounts to be paid to them under the Settlement Agreement's terms.

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

78. Cooperation and Execution of Necessary Documents. All Settling Parties will

cooperate in good faith and sign all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

79. Binding Agreement. The Settling 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 mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ______________________________

Plaintiff Albert Simic

DEFENDANT

Dated: ______________________________

Defendant Kasamba, Inc.

APPROVED AS TO FORM

Dated: NICHOLS KASTER, PLLP

By ______________________________

Reena I. Desai
Attorneys for Plaintiff

Dated: BAKER & MCKENZIE LLP

By ______________________________

Michael E. Brewer
Attorneys for Defendant

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 08/13/2025

Albert Simic

____
Plaintiff Albert Simic

DEFENDANT

Dated:

____
Defendant Kasamba, Inc.

APPROVED AS TO FORM

Dated: 08/13/2025

NICHOLS KASTER, PLLP

By ______________________________
Reena I. Desai
Attorneys for Plaintiff

Dated:

BAKER & MCKENZIE LLP

By ______________________________
Michael E. Brewer
Attorneys for Defendant

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated:

____
Plaintiff Albert Simic

DEFENDANT

Dated: 04 August 2025 | 22:46:34 BST

Signed by:
Dennis Barrett
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Defendant Kasamba, Inc.

APPROVED AS TO FORM

Dated:

NICHOLS KASTER, PLLP

By ______________________________
Reena I. Desai
Attorneys for Plaintiff

Dated:

BAKER & MCKENZIE LLP

By ______________________________
Michael E. Brewer
Attorneys for Defendant