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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11 BENNY ADAMS, *et al.*,
12 Plaintiff,
13 v.
14 CROSSING, INC, *et al.*,
15 Defendants.

CLASS ACTION
Case No: 24STCV27904
Assigned to Judge Samantha P. Jessner
Dept. 7

DECLARATION OF ROLANDO J. GUTIERREZ ESQ. IN SUPPORT OF PLAINTIFF BENNY ADAMS' AND KELSEY CECO'S MOTION FOR CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT SETTLEMENT

Date: October 8, 2026
Time: 10:00 a.m.
Place: Dept. 7

Initial Complaint Filed: October 24, 2024
Initial Trial Date: None Set

1 **DECLARATION OF ROLANDO J. GUTIERREZ**

2 I, Rolando J. Gutierrez, declare and state as follows:

3 1. I am over the age of 18 and a resident of California. I am admitted and licensed to
4 practice law in the State of California. I am counsel of record for Plaintiffs Benny Adams and Kelsey
5 Ceco (“Plaintiffs”) in this matter. I have personal and first-hand knowledge of the matters stated
6 herein, and, if called and sworn as a witness, I would and could testify competently hereto.

7 2. I submit this declaration in support of Plaintiffs’ Motion for Conditional Class
8 Certification and Preliminary Approval of Class Action and Private Attorney General Act Settlement
9 (“Settlement”).

10 **STATEMENT OF THE CASE AND PROCEDURAL HISTORY**

11 3. On October 24, 2024, my office filed the initial Class Action Complaint on behalf of
12 Plaintiff Benny Adams against Defendants Crossing, Inc. and Siliang Di, alleging causes of action for
13 (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal
14 Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6)
15 Failure to Pay Earned Wages Upon Separation; (7) Penalties Pursuant to the Private Attorneys General
16 Act; and (8) Unfair Competition and Unlawful Business Practices.

17 4. Based on open-source research that I conducted prior to the initiation of this action,
18 Crossing Inc., initially incorporated under the name “Vernacular English, Inc.,” on August 13, 2019,
19 and subsequently changed its name to “Crossing Media, Inc.,” on July 16, 2020, and then to “Crossing
20 Inc.,” on July 12, 2022. This action alleges the common law doctrine of successor liability applies
21 because the successor entities here are or were mere continuations or reincarnations of their respective
22 predecessors. In addition, the operative complaint alleges that Defendant Siliang Di is the
23 owner/shareholder of Crossing Inc., and the joint employer of the putative class. Defendants Crossing,
24 Inc. and Siliang Di, including Crossing, Inc.’s predecessor entities Crossing Media, Inc., Crossing
25 Cards, and Vernacular English, Inc., are collectively referred to as “Defendants.”

26 5. On October 24, 2024, prior to filing the Complaint, my office, on behalf of Mr. Adams,
27 submitted written notice to the California Labor and Workforce Development Agency (“LWDA”)
28 pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), setting forth his claims on

1 behalf of himself and all those similarly situated, and my office delivered copies of that letter to
2 Defendants the same day via U.S. certified mail.

3 6. On January 6, 2025, my office filed a First Amended Complaint on behalf of Mr. Adams
4 as a matter of right, adding a cause of action for civil penalties pursuant to PAGA. Subsequently, on
5 May 20, 2025, pursuant to a stipulated order, my office filed a Second Amended Complaint (the
6 “Operative Complaint”) on behalf of Plaintiffs, which named Kelsey Ceko as a co-plaintiff and
7 expanded the class definition to include a subclass of non-exempt employees misclassified as
8 independent contractors and/or 1099 employees.

9 7. This action alleges that Defendants operate a business that conducts sales of collectible
10 trading cards through live feeds on streaming platforms, during which non-exempt employees, working
11 as “hosts” and “co-hosts,” promote items for sale, open packs of cards on camera for purchasing
12 customers, and continuously engage with audiences in order to maintain viewership and increase sales.
13 While job classifications and duties may vary among non-exempt employees, including “hosts,” “co-
14 hosts,” and those misclassified as “independent contractors” or “1099 employees,” we allege that
15 Defendants’ policies, procedures, and practices were uniformly enforced against all non-exempt
16 employees.

17 8. This action further alleges that Defendants required all non-exempt employees,
18 regardless of classification or duties, to perform substantial pre-stream and post-stream work, including
19 checking in with management, reviewing daily promotions, stocking supplies, preparing order bins,
20 completing inventory counts, organizing and labeling packed orders, cleaning the room, and restocking
21 for the next shift, without compensating employees for that time. This action further alleges that
22 Defendants tied compensation exclusively to streaming time, such that employees routinely worked nine
23 or more hours per day while being paid for only eight, but Defendants failed to compensate statutory
24 overtime and double-time compensation for hours worked beyond these thresholds. This action also
25 alleges that Defendants required employees to attend to the live stream at all times, prohibited
26 employees from leaving the room, and instructed employees to eat during the stream and to take rest
27 breaks only during stream restarts, resulting in systematic meal and rest period violations. This action
28 alleges that Defendants misclassified certain non-exempt employees, including Plaintiff Kelsey Ceko, as

1 “independent contractors” or “1099 employees,” despite those individuals performing the same
2 streaming duties as other class members, being subject to the same written policies and procedures, and
3 being subject to the same pre-stream, post-stream, and meal and rest period restrictions.

4 9. Due to Defendants’ failure to properly pay employees for all hours worked, including
5 overtime compensation, double time compensation, and meal and rest break premiums, as a derivative
6 result, this action alleges that employees were not provided with accurate itemized wage statements, nor
7 were they paid all wages due upon termination.

8 10. Defendants deny Plaintiffs’ allegations, deny that they violated any law, and maintain
9 that this Action is not suitable for class-wide adjudication.

10 **FORMAL DISCOVERY, INVESTIGATION, AND MEDIATION**

11 11. Along with my Co-Counsel, Richard Kim, we represented Plaintiffs at a full-day
12 mediation before professional neutral Kim Deck, Esq., of Judicate West, on January 28, 2026. Prior to
13 mediation, my office propounded extensive written discovery on behalf of Plaintiffs directed at class
14 issues, and Defendants served responses, including Defendant Crossing, Inc.’s amended responses to
15 Mr. Adams’ first set of discovery. Along with Mr. Kim, we reviewed and analyzed in excess of 4,000
16 pages of paper and digital documents produced in discovery, including Defendants’ written policies and
17 procedures, employee handbooks, the “Co-Hosting Guidelines,”¹ internal communications, and time
18 and payroll data. We also interviewed putative class members to investigate, develop, and substantiate
19 the class claims.

20 12. While interviewing putative class members, we discovered that after this action was
21 filed, Defendants obtained signed arbitration agreements and “Pickup-Stix” release agreements from 49
22 individuals, under which they received individual payments totaling \$33,070.00. Putative class
23 members provided us with copies of these arbitration/Pickup-Stix agreements, which we reviewed and
24

25 ¹ In response to written discovery, Crossing produced two employee handbooks, an undated version and a
26 version purportedly revised in April 2022, each of which contains a signature block for the receiving
27 employee to acknowledge receipt. Crossing, however, failed to produce a single handbook signed by any
28 employee, and both Plaintiffs and other putative class members have indicated that they never received either
version of these handbooks during their employment. Instead, employees were provided with “Co-Hosting
Guidelines,” which set forth Crossing’s compensation, overtime, and meal and rest period policies and
procedures, copies of which were provided to my office by both Plaintiffs and other putative class members.

1 analyzed in advance of mediation.

2 13. Mr. Kim and I retained an expert who analyzed the time and payroll data and created
3 damage models detailing Defendants' wage and hour violations and maximum exposure. We reviewed
4 and analyzed the expert's results and prepared a comprehensive mediation brief in advance of
5 mediation.

6 14. Following productive negotiations during mediation, the Parties reached a settlement, the
7 terms of which we memorialized in the "Class Action and PAGA Settlement Agreement" (the
8 "Agreement"). I have attached a true and correct copy of the Agreement hereto as "Exhibit 1" ("Ex.
9 1").²

10 KEY TERMS OF THE SETTLEMENT

11 15. The "Class" is defined as:
12 [A]ll current and former non-exempt employees who work or worked for Crossing,
13 Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., and/or Siliang Di,
14 during the time-period of October 24, 2020, to February 24, 2026.
(Ex. 1, ¶ 1.5; see also, "Court Approved Notice of Class Action and PAGA Settlement and
15 Hearing Date for Final Court Approval" attached to the Settlement Agreement as "Exhibit A"
16 (the "Class Notice"), p. 1.) The Class also includes a "Subclass," which is defined as: "all
17 current and former non-exempt employees within the Class who were misclassified as
18 'independent contractors' and/or as '1099 employees.'" (Ex. 1, ¶ 1.46.)

19 16. "Aggrieved Employee" includes a current or former non-exempt employee who worked
20 for Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., and/or Siliang Di
21 from August 20, 2023, to February 24, 2026 (the "PAGA Period"). (Ex. 1, ¶¶ 1.4 and 1.34.)

22 17. Except as otherwise provided in paragraphs 8 and 9 of the Settlement,³ Defendants agree
23

24 ² Before preparing the initial draft of the Agreement, I downloaded the model agreement from the Los
25 Angeles Superior Court's website (v. 2023.02). I then cleaned the model agreement by only revising the
26 formatting, font, and spacing issues. From the cleaned model, I made substantive revisions for the Agreement.
27 Attached is a true and correct redlined copy of the Agreement compared against the modal agreement and
labeled as "Exhibit 2." I generated this redlined version using the "Compare" feature in MS Word. The Parties
did not use the suggested class notice attached to the model agreement.

28 ³ Paragraph 8 of the Settlement Agreement incorporates an escalator clause that proportionally increases
the Gross Settlement Amount if the actual number of Workweeks exceeds the estimated 9,376 Workweeks by

1 to pay \$575,000.00 to fund the Settlement (the “Gross Settlement Amount”). (Ex. 1, ¶¶ 1.22 and 3.1.)
2 The Gross Settlement Amount does not include Defendants’ share of applicable employer-side payroll
3 taxes, which Defendants shall fund separately. (*Ibid.*)

4 18. The Net Settlement Amount is the Gross Settlement Amount less the following
5 deductions, subject to Court approval:

- 6 (a) **PAGA Allocation.** A PAGA allocation of \$28,750.00, of which 65% (i.e.,
7 \$18,687.50) shall be paid to the Labor and Workforce Development Agency (the
8 “LWDA”), which represents the “LWDA PAGA Payment,” and 35% (i.e.,
9 \$10,062.50) shall be paid to Aggrieved Employees. (Ex. 1, ¶¶ 1.33 and 3.2.5.)
10 Each Aggrieved Employee will receive his or her share of the amount allocated
11 to Aggrieved Employees (i.e., \$10,062.50), which represents the “Individual
12 PAGA Payment.” Each Individual PAGA Payment shall be calculated “by
13 dividing \$10,062.50 by the total number of PAGA Pay Periods and multiplying
14 the result by the number of PAGA Pay Periods each individual Aggrieved
15 Employee worked within the PAGA Period.” (Ex. 1, ¶ 3.2.5.1.)
- 16 (b) **Class Counsel Fees Payment and Expenses Payment.** Defendants will not
17 oppose Class Counsel’s fee application of up to 33.333% of the Gross Settlement
18 Amount, currently estimated to be \$191,664.75 (“Class Counsel Fee Payment”),
19 plus costs not to exceed \$32,000.00 (“Class Counsel Litigation Expenses
20 Payment”). (Ex. 1, ¶ 3.2.2.) If the Court approves fees or expense payments less
21 than the amount requested, the remainder will be allocated to the Net Settlement
22 Amount for distribution to the Participating Class Members. (*Ibid.*)
- 23 (c) **Class Representative Service Awards.** Plaintiffs will request, and Defendants
24 agree to not oppose, a “Service Award” of \$8,500.00 for each of the two
25 Plaintiffs, in exchange for initiating and providing services in support of the
26 Action. (Ex. 1, ¶ 3.2.1.) If the Court approves a lesser amount, the Administrator

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28 more than 7%, while Paragraph 9 provides Defendants a right to withdraw from the Settlement if valid
requests for exclusion exceed 15% of all Class Members. (Ex. 1, ¶¶ 8 and 9.)

will allocate the unapproved portion to the Net Settlement Amount for distribution to Participating Class Members. (*Ibid.*)

(d) **Administration Expenses.** The Parties agree to appoint CPT Group, Inc. as the “Administrator.” (Ex. 1, ¶¶ 1.2 and 7.1.) The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1. (Ex. 1, ¶ 7.3.) The Parties have allocated an amount not to exceed \$8,000.00 as the “Administrator Expenses Payment,” based on the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval. (Ex. 1, ¶¶ 1.3 and 3.2.3; see also ¶ 47, Ex. 3.) If the Court approves the Administrator Expenses Payment in an amount less than \$8,000.00, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. (Ex. 1, ¶ 3.2.3.)

(e) **Total Net Settlement Amount Eligible for Participating Class Members.** If the Court approves the amounts requested for the PAGA Allocation (\$28,750.00), Class Counsel Fees Payment (\$191,664.75), Class Counsel Litigation Expenses Payment (\$32,000.00), Class Representative Service Awards (\$17,000.00), and the Administrator Expenses Payment (\$8,000.00), the Net Settlement Amount eligible for distribution to “Participating Class Members” is \$297,585.25 (\$575,000.00 - \$277,414.75).

19. The Administrator will calculate each “Individual Class Payment” by dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period and multiplying the result by the number of workweeks worked by each individual Participating Class Member. (Ex. 1, ¶ 3.2.4.) The Participating Class Members who received a payment pursuant to a “Pre-Class Certification Settlement Agreement”⁴ shall receive a credit for their respective amounts, and the offset of such amounts shall be redistributed on a pro rata basis to

⁴ “Pre-Class Certification Settlement Agreement” means any individual settlement or release agreement entered into between a Class Member and Defendants prior to class certification in connection with the claims alleged in this Action. (Ex. 1, ¶ 1.36.)

1 Participating Class Members who did not enter into Pre-Class Certification Settlement Agreements.⁵
2 (Ex. 1, ¶ 3.2.4.2.)

3 20. The Administrator will calculate each “Individual PAGA Payment” by dividing
4 \$10,062.50 by the total number of PAGA pay periods worked by all Aggrieved Employees and
5 multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved
6 Employee. (Ex. 1, ¶ 3.2.5.1.)

7 21. The Administrator will disburse payments to Participating Class Members and
8 Aggrieved Employees within 14 days after Defendants fully fund the Gross Settlement Amount. (Ex. 1,
9 ¶ 4.3.)

10 22. Each Individual Class Payment shall be reported as 25% towards taxable wages (the
11 “Wage Portion”) and the remaining 75% towards penalties and interest (the “Non-Wage Portion”). (Ex.
12 1, ¶ 3.2.4.1.) The Wage Portion is subject to withholdings, as reported on IRS W-2 Forms. Defendants
13 will separately pay employer payroll taxes on the Wage Portion. The Administrator will report the
14 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
15 Forms. (Ex. 1, ¶ 3.2.5.1.)

16 23. Class Members and Aggrieved Employees may challenge the number of workweeks
17 during the Class Period and/or PAGA pay periods worked during the PAGA Period. (Ex. 1, ¶ 7.6.) A
18 dispute with documentary support must be received by the Administrator within 45 days of the mailing
19 of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-
20 mailed). In the absence of contrary documentation, the Administrator is entitled to presume that the
21 workweeks and/or PAGA Pay Periods are correct so long as they are consistent with the Class Data.
22 The Administrator’s determination of each Class Member’s allocation of Workweeks and/or Pay
23 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall
24 promptly provide copies of all challenges to Defense Counsel and Class Counsel, along with the
25 Administrator’s determination of the challenges.

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27
28 ⁵ Because the offset and redistribution merely reallocate funds among Participating Class Members, the
total amount distributed among the Participating Class Members remains the Net Settlement Amount of
\$297,585.25

1 24. The following releases, releasing the “Released Parties,”⁶ shall become effective when
2 Defendants fully fund the Gross Settlement Amount and fully fund all employer payroll taxes owed on
3 the Wage Portion of the Individual Class Payments (Ex. 1, ¶ 5.0):

4 (a) **Participating Class Members’ Release.** The class release is limited to:

5 All Participating Class Members, including each Participating Class Member who
6 entered into Pre-Class Certification Settlement Agreements, on behalf of themselves and
7 their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors and assigns, release Released Parties from (i) all claims that
9 were alleged, or reasonably could have been alleged, based on the Class Period facts
10 stated in the Operative Complaint and ascertained in the course of the Action including
11 Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1182, 1182.12, 1194, 1194.2, 1197
12 and 1197.1, 8 Cal. Code Regs. § 11040(4)); Failure to Pay Overtime and Double Time
13 Compensation (Cal. Lab. Code §§ 510, 1194, 1198, 8 Cal. Code Regs. § 11040(3));
14 Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, 8 Cal. Code Regs. §
15 11040(11)); Failure to Provide Rest Periods (Cal. Lab. Code § 226.7, Cal. Code Regs. §
16 11040(12)); Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§
17 226, 226.3, 8 Cal. Code Regs. § 11040(7)); Waiting Time Penalties (Cal. Lab. Code §§
18 201, 202, and 203); and Unfair Competition and Unlawful Business Practices (Cal. Bus.
19 & Prof. Code § 17200, et seq.). Except as set forth in Section 5.3 of this Agreement,
20 Participating Class Members do not release any other claims, including claims for vested
21 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation or claims
23 based on facts occurring outside the Class Period. Participating Class Members who
24 entered into Pre-Class Certification Settlement Agreements are also bound by the release
25 set forth in this Paragraph 5.2, notwithstanding the existence of any such Pre-Class
26 Certification Settlement Agreement.

27 (Ex. 1, ¶ 5.2.)

28 (b) **Aggrieved Employees’ Release of PAGA Claims.** The PAGA release is limited
to:

 To the fullest extent permitted by law, the State of California and all Aggrieved
Employees are deemed to release, on behalf of themselves and their respective former
and present representatives, agents, attorneys, heirs, administrators, successors, and
assigns, the Released Parties from all causes of action and claims for penalties under the
California Private Attorneys General Act of 2004 that were alleged or reasonably could
have been alleged based on the facts and legal theories contained in the Operative
Complaint and PAGA Notice, arising during the PAGA Period, including claims for
civil penalties based on the following: (1) all claims for failure to timely pay wages at the
appropriate rates; (2) all claims for failure to provide meal periods; (3) all claims for
failure to provide rest periods; (4) all claims for failure to provide a suitable place for
resting and/or eating; (5) all claims for failure to indemnify business expenses; (6) all
claims for failure to pay all wages due upon separation of employment; and (7) all claims

⁶ “Released Parties” means Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc.,
Siliang Di, and each of their past, present, and future parents, subsidiaries, affiliates, divisions, predecessors,
successors, assigns, benefit plans, insurers, reinsurers, administrators, fiduciaries, and each of their respective
past, present, and future officers, directors, members, partners, employees, agents, attorneys, and
representatives. (Ex. 1, ¶ 1.42)

1 for failure to provide accurate itemized wage statements (“Released PAGA Claims”). All
2 Aggrieved Employees are deemed to release all Released PAGA Claims regardless of
whether the Aggrieved Employees opt out of the Settlement.

3 (Ex. 1, ¶ 5.3.)

4 (c) **Plaintiffs’ Release and Section 1542 Waiver.** In addition to the Participating
5 Class Members’ Release and the Aggrieved Employees’ Release:

6 Plaintiffs and their respective former and present spouses, representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns generally release and discharge
Released Parties from all claims, transactions or occurrences that occurred during the
8 Class Period, including, but not limited to: (a) all claims that were, or reasonably could
have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
9 PAGA claims that were, or reasonably could have been, alleged based on facts contained
in the Operative Complaint, Plaintiffs’ PAGA Notice, or ascertained during the Action
10 and released under Paragraph 5.2, below. (“Plaintiffs’ Release.”) Plaintiffs’ Release does
not extend to any claims or actions to enforce this Agreement, or to any claims for vested
11 benefits, unemployment benefits, disability benefits, social security benefits, workers’
compensation benefits that arose at any time, or based on occurrences outside the Class
12 Period. Plaintiffs acknowledge that they may discover facts or law different from, or in
addition to, the facts or law that Plaintiffs now know or believe to be true but agree,
13 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,
notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

14 (Ex. 1, ¶ 5.1.) Plaintiffs’ Release includes a waiver of rights under section 1542 of the California Civil
15 Code. (Ex. 1, ¶ 5.1.1.)

16 25. None of the Gross Settlement Amount will revert to Defendants. (Ex. 1, ¶ 3.1.) For any
17 Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed
18 and cancelled after the “Void Date,”⁷ the Administrator shall transmit the funds represented by such
19 checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member,
20 thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384,
21 subdivision (b). (Ex. 1, ¶ 4.3.3.)

22 26. The Class Notice sets forth in plain terms a statement of the case, the terms of the
23 Settlement Agreement, the approximate amounts of attorneys’ fees and costs, the Class Representative
24 Service Awards, and an explanation of how the settlement allocations are calculated. (Ex. 1 [Ex. A
25 thereto].) The Class Notice will be issued to the Class in English. (Ex. 1, ¶ 1.11.) Based on information
26 provided to me by the Plaintiffs, a Spanish translation is not required because the members of the Class
27

28 ⁷ “Void Date” means the date upon which checks for the Individual Class Payments and the Individual
PAGA Payments will be voided, as set forth in Paragraph 4.4.1....” (Ex. 1, ¶ 1.47.)

1 worked as hosts and co-hosts who conducted live-streamed sales in English, continuously engaged with
2 English-speaking audiences, and moderated English-language chat, all of which require English-
3 language proficiency.

4 27. The first page of the Class Notice sets forth the approximate amount the Class Member
5 and/or Aggrieved Employee receiving the Class Notice will receive from the Net Settlement Amount
6 (assuming that all Class Members participate in the settlement), as well as the number of workweeks
7 and PAGA Pay Periods calculated for that Class Member and/or Aggrieved Employee. (Ex. 1, ¶ 7.4.2,
8 Ex. A thereto, p. 1.) Class Members will be notified of the settlement by first-class mail. The
9 Administrator will undertake its best efforts to ensure that the Class Notice is provided to the current
10 addresses of Class Members, including using the National Change of Address database to update any
11 Class Member's information prior to mailing the Class Notice.

12 MY PROFESSIONAL EXPERIENCE

13 28. I obtained my Juris Doctorate degree from Southwestern Law School in December of
14 2009.

15 29. In 2010, I joined a prominent complex litigation firm in Los Angeles, California, ARIAS
16 OZZELLO & GIGNAC, LLP⁸ ("AOG"), which specializes in complex matters such as wage and hour and
17 consumer class actions, multidistrict litigation, and personal injury matters involving catastrophic
18 injuries, as a law clerk primarily conducting legal research and drafting law and motion documents.

19 30. After obtaining my license to practice law in 2011, I worked as an associate at AOG
20 where I focused my practice in areas of wage and hour and consumer class actions, multidistrict
21 litigation, and personal injury matters involving catastrophic injuries until May of 2015.

22 31. With respect to my wage and hour experience, while working at AOG I litigated
23 numerous cases to resolution, which entailed drafting complaints, defending demurrers, engaging in
24 complex discovery issues including *Pioneer/Belaire-West* notice procedures, mediations, class
25 certification, class administration/class notice, defending against motions for summary judgments, and
26 settlement approvals. My experience also includes appellate practice.

27 32. Since my separation from AOG in May of 2015, I have continued primarily litigating
28

⁸ Arias Ozzello & Gignac, LLP is now known as Arias Sanguinetti, LLP.

1 wage and hour cases, both individual and class action matters, and both on the plaintiff side and on the
2 defense side.

3 33. Here is a sampling of my representative matters:

4 (a) Early in my career at AOG, I assisted senior lawyers with legal research and law
5 and motion on the following matters:

- 6 • A consumer class action captioned *James Laliberte v. Pacific Mercantile*
7 *Bank*; OC Sup. Ct. Case No. 03CC07092.
- 8 • A wage and hour class action captioned *Ugas v. H R Block Enterprises, LLC*;
9 Cal. CD Case No. CV 09-6510-CAS (SHx).
- 10 • A wage and hour class action captioned *Braulio Juarez v. Kmart*
11 *Corporation, et al.*; Contra Costa Sup. Ct. No. CIVMSC0602246.
- 12 • A wage and hour class action captioned *Sergio Gutierrez v. California*
13 *Commerce Club, Inc.*; LA Sup. Ct. Case No. BC360704.

14 (b) As lead or co-counsel, I have actively litigated and/or am currently litigating, the
15 following matters:

- 16 • A wage and hour class action captioned *Rodolfo Soto v. RIMA Private*
17 *Security Services, Inc., et al.*; LA Sup. Ct. Case No BC462676. Class
18 certification was granted on April 25, 2014, after which the defendants filed
19 bankruptcy.
- 20 • A wage and hour class action captioned *Darryle F. Harris v. Jackson-Jones*
21 *Corporation, et al.*; LA Sup. Ct. Case No. BC461009. Class certification
22 was granted on September 18, 2013, but due to a large number of opt outs,
23 the case was decertified before trial.
- 24 • A wage and hour class action captioned *Edward L. Caloia v. Fleetwood*
25 *Limousine, Ltd.*; LA Sup. Ct. Case No. BC458404. Motion for class
26 certification denied.
- 27 • A consumer class action captioned *Adrian Popescu v. SBE Entertainment*
28 *Group, LLC*; LA Sup. Ct. Case No. BC494064, resulting in a claims-made

1 settlement.

- 2 • A consumer class action captioned *Paul Ulman v. Central Mortgage*
3 *Company, et al.*; LA Sup. Ct. Case No BC465454, resulting in a class
4 settlement of \$250,000 of unreimbursed property tax refunds involving the
5 sale of real estate owned (REO) properties.
- 6 • A wage and hour class action/PAGA Action defense matter captioned
7 *Martinez v. DMCG, Inc.*; Los Angeles Sup. Ct. Case No. BC661162 (related
8 case: *Girardot v. Bail Hotline Bail Bonds, Inc.*; Los Angeles. Sup. Ct. Case
9 No. BC700131), resulting in a settlement of \$750,000.
- 10 • A wage and hour class action captioned *Ramirez v. Real Time Staffing*
11 *Services, Inc.*; Los Angeles Sup. Ct. Case No: BC715058. After an
12 unsuccessful appeal challenging the trial court's order compelling the matter
13 to arbitration and striking the class allegations (Second Appellate District
14 Case No: B313232), the parties settled the individual claims.
- 15 • A wage and hour class action/PAGA action captioned *Carrie Prodromides v.*
16 *Shoreline Treatment Center, Inc., et. al.*, Los Angeles Sup. Ct. Case No.
17 20STCV47287, which settled for \$678,484.77.
- 18 • A wage and hour class action/PAGA action captioned *Miller v. LS &*
19 *Partners @ CA, LLC*; Los Angeles Sup. Ct. Case No. BC706919, which
20 involved a successful writ petition challenging the trial court's order striking
21 certain class claims (Second Appellate District Case No: B313147),
22 ultimately resulting in a settlement of \$1,500,000.
- 23 • A wage and hour class action/PAGA action captioned *Lindsay Shelton v W.B.*
24 *Restaurant Partners, LP, et al.*; Los Angeles Sup. Ct. Case No.
25 22STCV22904. Due to an arbitration agreement with a class waiver, the
26 individual and class claims were dismissed and compelled to arbitration,
27 while the "non-individual PAGA" claims were stayed pending the California
28 Supreme Court's decision in *Adolph v. Uber Technologies, Inc.* (Cal. S.C.

Case No. G059860). After engaging in mediation, the parties settled the individual claims.

- A wage and hour class action/PAGA Action defense matter captioned *Pereira v. Bulldog Auction House, LLC*; Los Angeles Sup. Ct Case No. 23STCV12188.
- A wage and hour class action/PAGA action captioned *Nicole Wheat v. Mario Marovic, et. al.*; Orange County Sup. Ct. Case No. 30-2021-01210986-CU-OE-CXC (related case: *Natasha Konishi et al. v. The Lounge Group, Inc., et al.*; Orange Count Sup. Ct. Case No. 30-2021-01201250-CU-OE-CXC, which settled for \$1,750,000.
- A wage and hour class action/PAGA action captioned *Jeremy McArthur v. Pacific Design Center 1, LLC, et al.*; Los Angeles Sup. Ct. Case No. 24STCV03908; which settled for \$550,000.
- A wage and hour class action/PAGA action captioned *Josie DeBellis, et al. v. Randall Kaplan, et al.*; Los Angeles Sup. Ct. Case No. 25STCV10499; currently pending.

(c) I have also performed contract work for other class action attorneys assisting with limited or discrete issues, including:

- *Antelope Valley Groundwater Cases*; LA Sup. Ct Case No. JCCP4408, Lead Case No. BC325201; Court of Appeal Case No. F075451, assisting with drafting of appellate briefs related to the discrete issue of attorneys' fees.
- *David Krypt v. Able Building Maintenance*; LASC No. BC569154, assisting with law and motion related to class discovery.
- *Andrey Castrejon v. Karen Kane, Inc.*; LASC BC537058 (related case: *Patricia Lopez v. Karen Kane, Inc.* (LASC No. BC569548), assisting with law and motion related to class discovery.
- *Munoz v. Converse Inc. et al.*; Cal. ND Case No. 3:15-cv-03971-WHO, assisting with general law and motion practice.

- *Amiri v. Cox Communications California, LLC*; Cal. CD Case No. 8:16-cv-00540-CIC-RAO, assisting with general law and motion practice.

(d) While not a class action, it is noteworthy that I filed an individual wage and hour case in December of 2015 on behalf of a decedent who died during the course and scope of employment, which resulted in a confidential six-figure settlement in February 2017.

34. As of the date of this declaration, my customary hourly rate range is approximately between \$550 and \$600 an hour, which is commensurate with my years of experience in complex class action litigation.⁹

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

35. This action alleges that Crossing required all non-exempt employees to perform substantial pre-stream and post-stream work without compensation, tied compensation exclusively to streaming time, and required employees to work through their meal and rest periods. Thus, in my opinion, the primary theories of liability in this case are Crossing's common and systematic failure to compensate employees for all hours worked, including overtime, and its meal and rest period violations, in addition to the misclassification of certain non-exempt employees and the derivative claims.

36. Prior to mediation, Crossing produced two employee handbooks in written discovery, an undated version and a version purportedly revised in April 2022, each of which contains a signature block for the receiving employee to acknowledge receipt. Crossing, however, failed to produce a single handbook signed by any employee, and both Plaintiffs and other putative class members have indicated that they never received these handbooks during their employment. By contrast, the "Co-Hosting Guidelines," which set forth Crossing's actual compensation, meal, and rest period practices, were provided to my office by both Plaintiffs and other putative class members. While the handbooks appear facially compliant with California law, the Co-Hosting Guidelines and Crossing's time and payroll data

⁹ According to the 2022 Real Rate Report, a Wolters Kluwer publication, the median and average hourly rates for Los Angeles area attorneys with seven or more years of experience in 2022 was \$550 and \$600, respectively, while the median and average hourly rates for "Litigation" associates in the Los Angeles area was \$615 and \$642, respectively.

1 suggest that Crossing systematically disregarded the policies recited in the handbooks in practice.

2 37. Based on the data Crossing provided prior to mediation, our expert created damage
3 models based on the following benchmarks and figures:

- 4 (a) Class Size: 192
- 5 (b) Workweeks: 9,289
- 6 (c) Class Terminated Count: 154
- 7 (d) Average pay rate: \$22.72

8 38. Based on our expert's analysis, the data suggested a 99.94% meal period violation rate.
9 Of the 7,950 shifts during this period, the data reflected that 7,199 were meal-eligible, of which 7,195
10 were non-compliant. The data further reflected that 7,299 of the 7,950 shifts (91.81%) were rest-break
11 eligible, and, given Crossing's facially unlawful rest period policy, a 100% violation rate is assumed for
12 those shifts. The data also reflected that Crossing compensated employees only for "Stream Time" and
13 never paid any overtime or double time to any putative class member, such that, of the 7,950 shifts,
14 4,790 exceeded eight hours by an average of 0.82 hours (reflecting unpaid overtime) and 3,160 fell
15 under eight hours by an average of 0.92 hours (reflecting unpaid off-the-clock work). These figures
16 were extrapolated across the 9,289 workweeks worked during the Class Period.

17 39. Based on the foregoing benchmarks, actual data, and assumptions, Defendants'
18 maximum exposure on the class claims is approximately \$4,865,966.40, which is itemized as follows:

19	Meal Break Violations	\$587,191.00
20	Rest Break Violations	\$595,679.00
21	Unpaid Regular Wages	\$1,128,925.00
22	Unpaid Overtime	\$340,097.00
23	Unpaid Minimum Wages	\$493,556.00
24	Liquidated Damages.....	\$493,556.00
25	Wage Statement Penalties.....	\$303,017.95
26	Waiting Time Penalties.....	\$923,944.45
27	Maximum Class Exposure	\$4,865,966.40

28 40. Despite Defendants' maximum exposure, I recognize the challenges of proving
Plaintiffs' class claims, along with the risks, complexity, expense, and duration of further litigation.

1 41. As a preliminary matter, this Action is not yet certified.¹⁰

2 42. While my office has propounded and reviewed extensive written discovery and
3 investigated the class claims on behalf of Plaintiffs, no depositions have been taken and no merits or
4 expert discovery has been completed. Even if Plaintiffs are successful in achieving certification (and in
5 opposing any motion for decertification), they will still face the challenge of proving the existence and
6 nature of these claims. Notably, Plaintiffs may face the challenge of proving off-the-clock work given
7 the lack of records to prove such work may require individual proof, rendering trial unmanageable.¹¹
8 And, given that records for rest breaks are not maintained (and are not required to be maintained),
9 Plaintiffs' rest break claims may face a similar challenge.¹² If Plaintiffs were to prevail on their
10 underlying claims, they would also need to prove that Defendants' violations of Labor Code sections
11 203 and 226 were willful, which may prove to be a difficult prospect.¹³

12 43. While Defendants' potential maximum exposure on the class claims is estimated at
13 \$4,865,966.40, Mr. Kim and I are aware of the risks and challenges of continued litigation. In
14 recognition of the fact that only approximately 22% of class actions are successfully certified,¹⁴ and that

16 ¹⁰ In the Second Interim Report from the Study of California Class Action Litigation, published by the
17 Judicial Council of California in February 2010, only 22% of class actions get certified. (Retrieved from
<https://www.courts.ca.gov/documents/classaction-certification.pdf>).

18 ¹¹ See *Deaver v. Compass Bank* (N.D. Cal. Dec. 11, 2015) 2015 WL8526982, at *7 (approving class
19 settlement in part because of the "difficulties [in] certifying the class and establish[ing] liability on the merits
20 of... [off-the-clock] claims[.]"); *In re Wells Fargo Loan Processor Overtime Pay Litig.* (N.D. Cal. Aug. 2,
2011) 2011 WL3352460, at *6 (recognizing that the potential difficulty in proving off-the-clock hours is a
significant risk that supports approval of a class settlement).

21 ¹² Courts have also recognized the "insurmountable manageability concerns" that have precluded class
22 certification of rest break claims even when an employer's policy is facially flawed. *E.g.*, *Ordonez v. Radio*
23 *Shack, Inc.* (C.D. Cal., Aug. 15, 2014) 2014 WL4180958, at *6; *Koval v Pacific Bell Telephone Co.* (2015)
24 232 Cal.App.4th 1050, 1063 (class adjudication would be "totally unmanageable" where plaintiff failed to
show that the employer's facially lawful policies had been consistently applied in an improper manner);
25 *Cummings v. Starbucks Corp.* (C.D. Cal., Mar. 24, 2014) 2014 WL1379119, at *23 (to find that common
issues predominate, the court would have to rely on the defective rest period policy to the exclusion of other
evidence).

26 ¹³ Proof of an employer's "good faith belief" that its actions were not violating sections 203 or 226
27 precludes a finding of a "knowing and intentional violation." *Naranjo v. Spectrum Security Systems, Inc.*
28 (2023) 88 Cal.App.5th 937, 949 (*Naranjo IV*), aff'd, 15 Cal.5th 1056, 1065 (*Naranjo V*); see also, *Choate v.*
Celite Corp. (2013) 215 Cal App.4th 1460, 1468 (holding that "an employer's reasonable, good faith belief
that wages are not owed may negate a finding of willfulness").

¹⁴ See note 10, *supra*.

1 the rest period, off-the-clock, overtime, minimum wage, and derivative penalty claims are inherently
2 more difficult to prove or certify,¹⁵ those claims are discounted by 78%, while the meal period claim,
3 which is supported by Defendants' own time records and a rebuttable presumption of liability, is
4 retained at full 100% value. Applying these discounts, in my opinion Defendants' realistic exposure on
5 the class claims is approximately \$1,528,521.59.

6 44. Upon balancing the strengths of Plaintiffs' case against the risks associated with
7 continued litigation, I am of the opinion that the Gross Settlement Amount of \$575,000.00 represents a
8 substantial recovery for a class of approximately 192 individuals. The Gross Settlement Amount is a
9 reasonable and adequate resolution for the Class, as it represents approximately 37.62% of Defendants'
10 realistic exposure.

11 45. Based on the data provided in advance of mediation and assuming the Court approves
12 the full amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the
13 Class Representative Service Awards, and the Administrator Expenses Payment, and Calculated solely
14 under the workweek formula set forth in paragraph 3.2.4 of the Agreement, the average Individual Class
15 Payment is approximately \$1,549.92, with the highest being approximately \$6,646.54, the lowest being
16 approximately \$32.11, and the median being approximately \$545.85. Calculated under the Pre-Class
17 Certification Settlement Agreement formula set forth in paragraph 3.2.4.2 of the Agreement, the average
18 recovery remains approximately \$1,549.92, the highest recovery is approximately \$8,161.65, the lowest
19 is \$0.00, and the median is approximately \$670.28.¹⁶

20 46. In addition, I am of the opinion that the amount allocated to PAGA, \$28,750.00 (of
21 which \$18,687.50 will be paid to the LWDA and \$10,062.50 will be paid to Aggrieved Employees in
22 addition to their respective shares of the Net Settlement Amount), is reasonable and appropriate, as it
23 represents a payment to the LWDA of 3.25% of the Gross Settlement Amount. The Parties negotiated a
24

25 ¹⁵ See notes 11-13, *supra*.

26 ¹⁶ Four Class Members will receive \$0.00 because the payments they received under their Pre-Class
27 Certification Settlement Agreements exceeded the Individual Class Payments they otherwise would have
28 received. Because those Class Members are not required to return the difference, their offset is capped at the
amount of their respective Individual Class Payment, and they receive no further payment under the
Settlement. These four Class Members are still entitled to a PAGA Payment if they are Aggrieved Employees
within the applicable PAGA Period. (*Id.*)

1 good faith amount for PAGA penalties, which was not the product of self-interest at the expense of
2 Class Members.

3 **THE PROPOSED REQUEST FOR ATTORNEYS' FEES AND COST IS REASONABLE**

4 47. At Final Approval, my office, Baker, Burton & Lundy, P.C. ("Class Counsel"), will
5 request a fee award of \$191,664.75, which represents 33.333% of the Gross Settlement Amount. This
6 fee award will be shared between my office and the Law Office of Richard Kim, P.C.¹⁷

7 48. My office and co-counsel have invested significant time and resources into this case
8 solely on a contingent basis, with no guarantee of recovery. The contingent risks in these types of cases
9 are very real and occur regularly. As of this Motion's filing, my office has incurred \$13,042.40 in
10 litigation costs, and together with the costs incurred by Mr. Kim's office, a total of \$22,015.40 in
11 litigation costs, and both of our offices will require additional hours to monitor preliminary approval
12 proceedings through final approval and to oversee settlement administration. The contingent nature of
13 representation in wage and hour class actions presents significant financial risk, as counsel bears
14 responsibility for all necessary enforcement actions should Defendants fail to perform under the
15 Agreement's terms.

16 49. In addition, Class Counsel will request reimbursement of costs not to exceed \$32,000.00.

17 **THE PROPOSED SERVICE AWARDS ARE FAIR AND REASONABLE**

18 50. At Final Approval, each Plaintiff will request a Service Award of \$8,500.00, for a total
19 of \$17,000.00. This amount is to compensate Plaintiffs for initiating and providing their services in this
20 Action resulting in this favorable Settlement, for individually releasing all claims against Defendants,
21 known or unknown, pursuant to Civil Code section 1542, which is beyond the releases applicable to
22 other class members, and for delaying the resolution of their individual claims against Defendants.

23 51. Throughout this litigation, Plaintiffs have cooperated with my office and have taken
24 many actions to protect the interests of the Class. Plaintiffs provided our office with valuable
25 information regarding their pre-stream and post-stream work, unpaid wages and overtime, and missed
26 meal and rest periods, and, in the case of Ms. Ceco, her misclassification as an independent contractor,

27 ¹⁷ This Action is being prosecuted jointly by my office, Baker, Burton & Lundy, P.C., and the Law Office
28 of Richard Kim, P.C., pursuant to a fee-sharing agreement, entered with the written consent of Plaintiffs, that
also provides for the reimbursement of costs among the firms.

1 and kept us informed of developments and information relevant to this Action. The information and
2 documentation Plaintiffs provided were instrumental in establishing the wage and hour violations
3 alleged in this Action, and the recovery provided for in the Settlement would not have been possible
4 without their participation.

5 52. The Service Awards are presumptively fair and reasonable, as each represents only
6 1.48% of the Gross Settlement Amount, and jointly they represent 2.96% of the Gross Settlement
7 Amount. (*See Singer v. Becton Dickinson & Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104, at *9
8 (awarding \$25,000 to class representative from \$1 Million wage and hour case settlement (2.5% of
9 fund)); *Thieriot v. Celtic Inc. Co.* (N.D. Cal., April 21, 2011) 2011 WL 1522385, at *8 (awarding
10 \$25,000 service award from class settlement of \$1.375 Million (1.8% of fund)).)

11 THE ADMINISTRATOR

12 53. I have attached a true and correct copy of the Administrator's bid to administer the
13 Settlement as "Exhibit 3" ("Ex. 3").

14 54. The cost to mail notice to the Class, including a second notice mailing, is approximately
15 \$784.35 (See Ex. 3.)

16 55. Neither I nor anyone in my office has an interest or relationship with the Administrator,
17 other than a professional relationship arising out of prior experiences administering class settlements.

18 NOTICE TO THE LWDA

19 56. My office is contemporaneously serving the LWDA with a copy of this Settlement, and
20 copies of this Motion for Preliminary Approval and supporting documents, as set forth in the
21 declarations attached to each document.

22
23 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
24 true and correct, this 2nd day of July, 2026, in Hermosa Beach, California.

25
26 
27 _____
28 ROLANDO J. GUTIERREZ

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Benny Adams and Kelsey Ceco (“Plaintiffs”) and Defendants Crossing, Inc. and Siliang Di (“Defendant(s)”) (collectively, the “Parties”).

1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ lawsuit initiated on October 24, 2024, alleging wage and hour violations against Defendants, pending in Superior Court of the State of California, County of Los Angeles, captioned *Benny Adams, et al. v. Crossing, Inc., et al.*; Los Angeles Superior Court Case No. 24STCV27904.

1.2 “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all current or former non-exempt employees who worked for Defendants during the PAGA Period.

1.5 “Class” means “all current and former non-exempt employees who work or worked for Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., and/or Siliang Di during the time-period of October 24, 2020 to February 24, 2026.”

1.6 “Class Counsel” means Albro L. Lundy, III, Esq., and Rolando J. Gutierrez, Esq., of the law firm BAKER BURTON & LUNDY, P.C., and Richard Kim, Esq. of the LAW OFFICE OF RICHARD KIM, P.C.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database,

skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached hereto as “Exhibit A” and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from October 24, 2020 to February 24, 2026.

1.13 “Class Representatives” means Benny Adams and Kelsey Ceko, the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14 “Class Representative Service Payment” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defendants” mean Crossing, Inc. and Siliang Di, including Crossing, Inc.’s predecessor entities Crossing Media, Inc., Crossing Cards, and Vernacular English, Inc.

1.17 “Defense Counsel” means Sarina Saluja, Esq., Avi Gholian, Esq., and Sheila Hanley, Esq., of the law firm LOEB & LOEB LLP.

1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means Five Hundred Seventy-Five Thousand Dollars (\$575,000), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8.2 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and

the Administrator's Expenses. The Gross Settlement Amount does not include employer-side taxes based on the Wage Portion of the Individual Class Payments, as defined in Paragraph 3.2.4.1, which Defendants shall fund separately as set forth in Paragraph 3.1.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.31 "PAGA Notice" means Plaintiff Adams' October 24, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.32 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$28,750, of which 35% (\$10,062.50) to be allocated to the Aggrieved Employees, and 65% (\$18,687.50) to the LWDA, in settlement of PAGA claims.

1.34 "PAGA Period" means the period from August 20, 2023, to February 24, 2026.

1.35 "Participating Class Member" means a Class Member who does not submit a

valid and timely Request for Exclusion from the Settlement.

1.36 “Pre-Class Certification Settlement Agreement” means any individual settlement or release agreement entered into between a Class Member and Defendants prior to class certification in connection with the claims alleged in this Action.

1.37 “Plaintiffs” means Benny Adams and Kelsey Ceco, the named plaintiffs in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., Siliang Di, and each of their past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, benefit plans, insurers, reinsurers, administrators, fiduciaries, and each of their respective past, present, and future officers, directors, members, partners, employees, agents, attorneys, and representatives.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Subclass” means “all current and former non-exempt employees within the Class who were misclassified as ‘independent contractors’ and/or as ‘1099 employees.’”

1.47 “Void Date” means the date upon which checks for the Individual Class Payments and the Individual PAGA Payments will be voided, as set forth in Paragraph 4.4.1 below.

1.48 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

1.49 “Workweek Audit” means the good faith review and audit of Defendants’ records conducted by Defendants prior to the filing of the Motion for Preliminary Approval, as defined in Paragraph 6, to determine the actual total number of Workweeks worked by all Class Members during the Class Period for purposes of confirming whether the escalator clause set forth in Paragraph 8.2 has been triggered.

2. RECITALS.

2.1 On October 24, 2024, Plaintiff Benny Adams commenced this Action by filing a class action complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Earned Wages Upon Separation; (7) Penalties Pursuant to the Private Attorneys General Act; and (8) Unfair Competition and Unlawful Business Practices.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Benny Adams gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on October 24, 2024.

2.3 On January 6, 2025, Plaintiff filed a first amended class action complaint as a matter of right alleging a PAGA cause of action.

2.4 Pursuant to a stipulated order, Plaintiff Benny Adams filed a Second Amended Complaint on May 20, 2025, which names Kelsey Ceko as a plaintiff and expands the class definition to include a subclass (the “Operative Complaint”).

2.5 Defendants deny the allegations in both the Operative Complaint and the PAGA Notice, deny any failure to comply with the laws identified therein, and deny any and all liability for the causes of action alleged.

2.6 After the filing of this Action and prior to class certification, certain Class Members entered into Pre-Class Certification Settlement Agreements with Defendants.

2.7 On January 28, 2026, the Parties participated in an all-day mediation presided over by professional neutral Kim Deck, Esq., of Judicate West, which led to this Agreement to settle the Action.

2.8 Prior to mediation, Plaintiffs obtained, through informal discovery, copies of applicable employee handbooks setting forth Defendants’ policies and procedures, time punch and payroll data, and Plaintiffs’ personnel records. Plaintiffs retained an expert who combined, cleaned, and created analyzable datasets of the time and payroll data in advance of mediation. Plaintiffs also obtained certain copies of the Pre-Class Certification Settlement Agreements, which were carefully analyzed by Class Counsel in advance of mediation. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in

Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.9 The Parties agree that the class release shall be fashioned to include and bind those Class Members who signed Pre-Class Certification Settlement Agreements, subject to the offset provisions set forth in Paragraph 3.2.4.2 below.

2.10 The Court has not granted class certification in this Action.

2.11 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.2 below, Defendants agree to pay \$575,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 **To Plaintiffs:** A Class Representative Service Payment to each Class Representative of not more than \$8,500, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing, or by any other date as may be ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their respective Class Representative Service Payments.

3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than 33.333%, which is currently estimated to be \$191,664.75, and a Class Counsel Litigation Expenses Payment of not more than \$32,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel

will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, or by any other date as may be ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless and indemnifies Defendants from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed \$8,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$8,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 **To Each Participating Class Member:** An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 **Tax Allocation of Individual Class Payments.** 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to employee tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages such as interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 **Effect of Pre-Class Certification Settlement Agreements on Calculation of Individual Class Payments.** Participating Class Members who received a payment pursuant to a Pre-Class Certification Settlement Agreement shall receive a credit for their respective amounts, and the offset of such amounts shall be redistributed to Participating Class Members who did not enter into Pre-Class Certification Settlement Agreements on a pro rata basis.

3.2.4.3 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$28,750 to be paid from the Gross Settlement Amount, with 65% (\$18,687.50) allocated to the LWDA PAGA Payment and 35% (\$10,062.50) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$10,062.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 **Class Data.** Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator in Excel or CSV format. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 **Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3 **Payments from the Gross Settlement Amount.** Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First

Class U.S. Mail, postage prepaid. The face of each check shall prominently state the Void Date, but not less than 180 days after the date of mailing. The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under Paragraph 5.2, below. ("Plaintiffs' Release.") Plaintiffs'

Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which states:

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

5.2 **Release by Participating Class Members:** All Participating Class Members, including each Participating Class Member who entered into Pre-Class Certification Settlement Agreements, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including Failure to Pay Minimum Wages (CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1, 8 CAL. CODE REGS. § 11040(4)); Failure to Pay Overtime and Double Time Compensation (CAL. LAB. CODE §§ 510, 1194, 1198, 8 CAL. CODE REGS. § 11040(3)); Failure to Provide Meal Periods (CAL. LAB. CODE §§ 226.7, 512, 8 CAL. CODE REGS. § 11040(11)); Failure to Provide Rest Periods (CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)); Failure to Provide Accurate Itemized Wage Statements (CAL. LAB. CODE §§ 226, 226.3, 8 CAL. CODE REGS. § 11040(7)); Waiting Time Penalties (CAL. LAB. CODE §§ 201, 202, and 203); and Unfair Competition and Unlawful Business Practices (CAL. BUS. & PROF. CODE § 17200, *et seq.*). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. Participating Class Members who entered into Pre-Class Certification Settlement Agreements are also bound by the release set forth in this Paragraph 5.2, notwithstanding the existence of any such Pre-Class Certification Settlement Agreement.

5.3 **Release by Aggrieved Employees:** All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including Failure to Pay Minimum Wages (CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1, 8 CAL. CODE REGS. § 11040(4)); Failure to Pay Overtime and Double Time Compensation

(CAL. LAB. CODE §§ 510, 1194, 1198, 8 CAL. CODE REGS. § 11040(3)); Failure to Provide Meal Periods (CAL. LAB. CODE §§ 226.7, 512, 8 CAL. CODE REGS. § 11040(11)); Failure to Provide Rest Periods (CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)); Failure to Provide Accurate Itemized Wage Statements (CAL. LAB. CODE §§ 226, 226.3, 8 CAL. CODE REGS. § 11040(7)); Waiting Time Penalties (CAL. LAB. CODE §§ 201, 202, and 203); and Penalties Pursuant to the Private Attorney General Act (CAL. LAB. CODE §§ 2699, et. seq., 210, and 558).

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendants’ Declarations in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration, or signed Declarations, from Defendants and Defense Counsel, as follows:

6.1.1 Conflicts of Interest with the Administrator and Other Pending Actions. A declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.1.2 Workweek Audit and Escalator Clause. A declaration attesting that Defendants, via their expert, conducted the Workweek Audit and confirming whether the actual number of Workweeks exceeds the estimated 9,376 Workweeks set forth in Paragraph 8.1 by more than 7% as provided in Paragraph 8.2. If the Workweek Audit reveals that the actual number of Workweeks exceeds the 7% threshold, the Parties shall meet and confer in good faith to adjust the Gross Settlement Amount accordingly prior to filing the Motion for Preliminary Approval.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) signed declarations from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vi) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they

are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the

Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable

or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel, along with the Administrator's determination of the challenges.

7.7 **Objections to Settlement.**

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's

mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.8 **Administrator's Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 **Website, Email Address, and Toll-Free Number.** The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing, and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

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

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

7.8.4 **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 **Administrator's Declaration.** Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement,

the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or as requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. SIZE ESTIMATES OF THE CLASS, AGGRIEVED EMPLOYEES, WORKWEEKS, AND PAY PERIODS.

8.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of February 24, 2026, Defendants estimate there are 192 Class Members who collectively worked a total of 9,376 Workweeks, and 118 Aggrieved Employees who worked a total of 2,732 PAGA Pay Periods.

8.2 Class Escalator Clause. Pursuant to Paragraph 6.1.2, Defendants shall conduct a Workweek Audit prior to the filing of the Motion for Preliminary Approval to confirm whether the escalator clause has been triggered. The escalator clause is also subject to the Administrator's final determination of the total number of Workweeks following its review of the Class Data after Preliminary Approval. If the actual number of Workweeks, as determined by either the Workweek Audit or the Administrator's final determination, exceeds the estimated amount stated in Paragraph 8.1 by more than 7%, Defendants shall increase the Gross Settlement Amount on a proportional basis for the excess workweeks above the 7% threshold (i.e., if there is a 10% increase in the number of workweeks, Defendants shall increase the Gross Settlement Amount by 3%).

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. If Defendants exercise this right to withdraw, they shall remain responsible for paying all Settlement Administration Expenses incurred up to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel.

Late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than [16] court days before the calendared Final Approval Hearing, or by any other date as may be ordered by the Court, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify

Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other

communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

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

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

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

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

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

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

12.10 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

12.13 **Confidentiality.** To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

12.17 **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

Class Counsel	Defense Counsel
Albro L. Lundy III, Esq. albro@bakerburtonlundy.com Rolando J. Gutierrez, Esq. rolando@bakerburtonlundy.com BAKER BURTON & LUNDY, P.C. 515 Pier Avenue Hermosa Beach, CA 90254 Tel: (310) 376-9893 Fax: (310) 376-7483 Richard Kim, Esq. rkim@richkimlaw.com LAW OFFICES OF RICHARD KIM, P.C. 6131 Orangethorpe Ave., Suite 370 Buena Park, CA 90620-4929 Tel: (714) 276-1122 (714) 276-1120	Sarina Saluja, Esq. ssaluja@loeb.com Sheila Hanley, Esq. shanley@loeb.com LOEB & LOEB, LLP 10100 Santa Monica Blvd, Suite 2200 Los Angeles, CA 90067 Tel: (310) 282-2200 Fax: (310) 282-2200

12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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12.19 **Litigation Stay.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: 06/08/2026

By: 
Benny John Adams IV (Jun 8, 2026 11:21:23 PDT)
Benny Adams
Plaintiff and Putative Class Representative

DATED: 06/02/2026

By: 
Kelsey Ceco (Jun 2, 2026 10:58:12 PDT)
Kelsey Ceco
Plaintiff and Putative Class Representative

DATED: _____

By: _____
Sining Guo, Managing Director
For Defendant Crossing, Inc.

DATED: _____

By: _____
Defendant SILIANG DI

APPROVED AS TO FORM:

DATED: _____

BAKER, BURTON & LUNDY, P.C.
LAW OFFICE OF RICHARD KIM, P.C.

By: _____
ALBRO L. LUNDY, III
ROLANDO J. GUTIERREZ
RICHARD KIM
Attorneys for Plaintiffs

DATED: _____

LOEB & LOEB, LLP

By: _____
SARINA SALUJA
SHEILA HANLEY
Attorneys for Defendants

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DATED: _____

By: _____
Benny Adams
Plaintiff and Putative Class Representative

DATED: _____

By: _____
Kelsey Ceco
Plaintiff and Putative Class Representative

DATED: May 18, 2026

By:  _____
Sining Guo, Managing Director
For Defendant Crossing, Inc.

DATED: May 18, 2026

By: *Siliang Di* _____
Defendant SILIANG DI

APPROVED AS TO FORM:

DATED: _____

BAKER, BURTON & LUNDY, P.C.
LAW OFFICE OF RICHARD KIM, P.C.

By: _____
ALBRO L. LUNDY, III
ROLANDO J. GUTIERREZ
RICHARD KIM
Attorneys for Plaintiffs

DATED: _____

LOEB & LOEB, LLP

By: _____
SARINA SALUJA
SHEILA HANLEY
Attorneys for Defendants

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DATED: _____

By: _____
Benny Adams
Plaintiff and Putative Class Representative

DATED: _____

By: _____
Kelsey Ceko
Plaintiff and Putative Class Representative

DATED: _____

By: _____
Sining Guo, Managing Director
For Defendant Crossing, Inc.

DATED: _____

By: _____
Defendant SILIANG DI

APPROVED AS TO FORM:

DATED: 6/08/2026

BAKER, BURTON & LUNDY, P.C.
LAW OFFICE OF RICHARD KIM, P.C.

By:  _____
ALBRO L. LUNDY, III
ROLANDO J. GUTIERREZ
RICHARD KIM
Attorneys for Plaintiffs

DATED: 5/18/2026

LOEB & LOEB, LLP

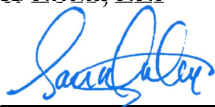
By:  _____
SARINA SALUJA
SHEILA HANLEY
Attorneys for Defendants

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Benny Adams, et al. v. Crossing, Inc., et al.
Los Angeles Superior Court Case Number 24STCV27904

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., and Siliang Di (“Defendant(s)”) alleging wage and hour violations. The Action was filed by former employees Benny Adams and Kelsey Ceco (“Plaintiffs”) and seeks payment of (1) unpaid back wages and related penalties for a class of non-exempt employees (“Class Members”) who worked for Defendants during the Class Period of October 24, 2020, to February 24, 2026; and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees of Defendants who worked during the “PAGA Period” of August 20, 2023, to February 24, 2026 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive will likely be different and will depend on a number of factors, which are explained in more detail in **Section 4.E.** of this Notice. The above estimates are based on Defendants’ records that show you worked [REDACTED] **workweeks** during the Class Period and [REDACTED] **pay periods** during the PAGA Period.

While the Court has already preliminarily approved the Settlement, it has not yet decided whether to grant final approval of the Settlement. **A final approval hearing (“Final Approval Hearing”) regarding the Settlement will be held on [REDACTED], 20[REDACTED] at [REDACTED] a.m./p.m. at the Los Angeles Superior Court of the State of California, Department 7, located at 312 North Spring Street, Los Angeles, California 90012.** The Court will determine at the hearing whether the Settlement is fair, reasonable, and adequate, whether to enter a judgment that requires Defendants to make payments under the Settlement and requiring Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. The Court will also decide how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”).

Read this Notice carefully. You will be deemed to have carefully read and understood it. Your legal rights are affected whether you act or not.

If you worked for any of the Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement to be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a “Participating Class Member,” though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from (opt out of) the Class Settlement by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA Settlement.

Defendants will not retaliate against you for any actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be a “Participating Class Member,” eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS	If you do not want to fully participate in the Settlement and wish to fully retain your rights to pursue the non-PAGA Labor Code claims at issue in the Action, you can opt out of the Class Settlement by sending the Administrator (defined in Section 4.B., below) a written Request for Exclusion (defined in Section 5.C., below). Once excluded, you will be a “Non-Participating Class Member” who is no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 5.C. of this Notice. If you are an Aggrieved Employee, legally you cannot opt out of the PAGA Settlement. Defendants must pay the Individual PAGA Payments to all Aggrieved Employees and all Aggrieved Employees give up their rights as a matter of law to pursue PAGA claims during the PAGA Period.
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY	Any Participating Class Members may object to any aspect of the Class Settlement but not the PAGA Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiffs and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, however, every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiffs and/or Class Counsel if you think they are unreasonable. See Section 5.D. of this Notice.
YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR	The Court’s Final Approval Hearing is scheduled to take place on . You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. See Section 6.A. of this Notice.

YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS WRITTEN CHALLENGES MUST BE SUBMITTED BY	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number of workweeks in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendants' records are stated on the first page and on Section 4.E. of this Notice. If you disagree with either of these numbers, you may submit a challenge by [redacted]. See Section 5.B. of this Notice. Any dispute as to the number of workweeks and/or pay periods must be in writing. The Administrator will investigate and determine if the dispute appears to be valid. Defendants' records will be presumed accurate so you must include proof substantiating your dispute.
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1. WHAT IS THE PURPOSE OF THIS NOTICE?

Plaintiffs and Defendants have reached a settlement of a class action involving non-exempt employees who worked for Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., and/or Siliang Di during any time between October 24, 2020, to February 24, 2026. Defendants' records indicate that you are a Class Member covered by this settlement. Judge Samantha P. Jessner of the Los Angeles County Superior Court of the State of California is overseeing the Action. Plaintiffs are represented by Class Counsel, namely, Albro L. Lundy III, Esq., and Rolando J. Gutierrez, Esq., of BAKER, BURTON & LUNDY, P.C., and Richard Kim, Esq., of the Law Office of Richard Kim, P.C.

2. WHAT IS THE ACTION ABOUT?

Plaintiffs initiated this Action in the Los Angeles Superior Court entitled *Benny Adams, et al. v. Crossing, Inc., et al.*, Los Angeles Superior Court Case No. 24STCV27904, and it alleges that Defendants violated California labor laws and the related Industrial Wage Order by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to provide accurate itemized wage statements; (6) failing to pay earned wages upon separation; (7) penalties pursuant to the Private Attorneys General Act; and (8) unfair competition and unlawful business practices. Based on these same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA (California Labor Code §§ 2698, *et seq.*) The Action also asserts claims on behalf of a Subclass of all current and former non-exempt employees within the Class who were misclassified as "independent contractors" and/or as "1099 employees."

You can read Plaintiffs' allegations as stated in the "Operative Complaint," which is available at [redacted] **[Administrator's website]**.

Defendants deny all liability and believe that they have strong legal and factual defenses against these claims. Defendants contend that their conduct is and has been lawful and that Plaintiff's claims lack merit and fail to meet the requirements for class certification. However, the parties acknowledge the risks and costs of litigation and have decided to settle this matter.

3. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided whether Plaintiffs or Defendants are correct on the merits. Plaintiffs and Defendants reached a settlement by mediating this Action with an experienced neutral mediator to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation (“Agreement”). By signing a lengthy written settlement agreement (the “Settlement Agreement”) and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement Agreement, Plaintiffs and Defendants have negotiated a settlement that is subject to the Court’s final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merits of any of Plaintiffs’ claims.

Plaintiffs and Class Counsel strongly believe that the Settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

You should also be aware that after the filing of this Action and prior to class certification, Defendants entered into individual settlement and release agreements with certain Class Members (the “Pre-Class Certification Settlement Agreements”). As further explained in **Sections 4.E. and 4.F.i.** below, if you entered into such an agreement, it affects how your Individual Class Payment will be calculated and does not exempt you from the class release.

4. TERMS OF THE SETTLEMENT.

A. How Much Is The Settlement And Who Is Paying It?

Defendants have agreed to pay \$575,000.00 (the “Gross Settlement Amount”) to settle all the claims of Plaintiffs, Class Members, and Aggrieved Employees. The Gross Settlement Amount will be deposited into an account controlled by an administrator of the Settlement (“Administrator”). The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, payments to Plaintiffs for initiating the Action and providing services in support of the Action (the “Class Representative Service Payments”), Class Counsel’s fees and litigation expenses, the expenses incurred by the Administrator to effectuate the Settlement, and penalties required to be paid to the California Labor and Workforce Development Agency (“LWDA”).

B. Who Is The Administrator And What Does It Do?

The Court has appointed the neutral company, CPT Group, Inc., as the Administrator to administer the Settlement, including sending this Notice, calculating and making payments, and processing any Class Member’s Request for Exclusion. The Administrator will also decide on Class Member workweeks and/or pay periods challenges, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the Settlement.

C. What Will The Gross Settlement Amount Pay?

At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the final amounts for which will be decided by the Court at the Final Approval Hearing:

- i. **Class Counsel’s Fees and Litigation Expenses.** Up to \$191,664.75 (which represents thirty-three and one-third percent (33.333%) of the Gross Settlement Amount) to Class Counsel for attorneys’ fees, and up to \$32,000 for Class Counsel’s litigation expenses. To date, Class Counsel has worked and incurred expenses in and for the Action without payment.

- ii. **Class Representative Service Payments.** Up to \$8,500 to each of the two Plaintiffs as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. These amounts are in addition to each Plaintiff's respective Individual Class Payment and Individual PAGA Payment.
- iii. **Administrative Expenses.** Up to \$8,000 to the Administrator for its services to administer the Settlement.
- iv. **PAGA Allocation.** Up to \$28,750.00 for PAGA penalties, of which sixty-five percent (65%) (*i.e.*, \$18,687.50) shall be remitted to the LWDA as the LWDA PAGA Payment and the remaining thirty-five percent (35%) (*i.e.*, \$10,062.50) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount to Class Members (the "Net Settlement Amount"). Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. How Will The Net Settlement Amount Be Distributed Among The Participating Class Members?

The Net Settlement Amount of at least \$297,585.25 will be distributed as follows:

i. Individual Class Payments.

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

ii. The Individual PAGA Payments.

The Administrator will also calculate the Individual PAGA Payments by (a) dividing \$10,062.50 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

iii. Taxes Treatment of Payments to the Class Members.

Plaintiffs and Defendants are requesting the Court to approve an allocation of 25% of each Individual Class Payment toward taxable wages (the "Wage Portion") and the remaining 75% towards penalties and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholdings, as reported on IRS W-2 Forms, which will pay all applicable employee tax withholdings. Defendants will separately pay employer payroll taxes it owes on the Wage Portion, including employer FICA, FUTA, and SDI contributions. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payments you receive under the Settlement.

E. What Will My Approximate Recovery Be?

Based on Defendants' records, and the parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED].** The actual amount you may receive will likely be different and will depend on a number of factors, including (i) the number of Class Members who ultimately participate in the Settlement; (ii) the ultimate costs of providing notice and administering the Settlement; and (iii) the amount that the Court ultimately awards with

respect to the Class Representative Service Payments, Class Counsel's fees and litigation expenses, and Administrator expenses. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendants' records that show **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date indicated in **Section 5.B.** of this Notice.

Please note that if you entered into a Pre-Class Certification Settlement Agreement with Defendants, the amount you received under that agreement will be credited against (offset from) your Individual Class Payment under this Settlement, and your Individual Class Payment will be reduced accordingly. The offset amount will be redistributed on a pro rata basis to Participating Class Members who did not enter into Pre-Class Certification Settlement Agreements.

F. What Claims Would I Be Releasing If I Do Not Opt Out Of The Settlement?

i. The Participating Class Members' Release.

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), each Class Member who has not opted out of the Class Settlement (*i.e.*, each Participating Class Member) will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you have opted out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts or for PAGA penalties based on PAGA Period facts, as alleged in the Operative Complaint. The Participating Class Members will be bound by the following release:

All Participating Class Members, including each Participating Class Member who entered into Pre-Class Certification Settlement Agreements, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including Failure to Pay Minimum Wages (CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1, 8 CAL. CODE REGS. § 11040(4)); Failure to Pay Overtime and Double Time Compensation (CAL. LAB. CODE §§ 510, 1194, 1198, 8 CAL. CODE REGS. § 11040(3)); Failure to Provide Meal Periods (CAL. LAB. CODE §§ 226.7, 512, 8 CAL. CODE REGS. § 11040(11)); Failure to Provide Rest Periods (CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)); Failure to Provide Accurate Itemized Wage Statements (CAL. LAB. CODE §§ 226, 226.3, 8 CAL. CODE REGS. § 11040(7)); Waiting Time Penalties (CAL. LAB. CODE §§ 201, 202, and 203); and Unfair Competition and Unlawful Business Practices (CAL. BUS. & PROF. CODE § 17200, *et seq.*). Participating Class Members who entered into Pre-Class Certification Settlement Agreements are also bound by the release set forth in this paragraph, notwithstanding the existence of any such Pre-Class Certification Settlement Agreement.

Except as further provided in **Section 4.F.ii.** of this Notice, Participating Class Members (aside from Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

ii. Aggrieved Employees' PAGA Release.

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement

Amount (and separately paid the employer-side payroll taxes), Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699 *et seq.* of the California Labor Code that were or could have been alleged in the Operative Complaint, even if they formally opted out of the Class Settlement and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699 *et seq.* This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Operative Complaint. The Aggrieved Employees will be bound by the following release:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including Failure to Pay Minimum Wages (CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1, 8 CAL. CODE REGS. § 11040(4)); Failure to Pay Overtime and Double Time Compensation (CAL. LAB. CODE §§ 510, 1194, 1198, 8 CAL. CODE REGS. § 11040(3)); Failure to Provide Meal Periods (CAL. LAB. CODE §§ 226.7, 512, 8 CAL. CODE REGS. § 11040(11)); Failure to Provide Rest Periods (CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)); Failure to Provide Accurate Itemized Wage Statements (CAL. LAB. CODE §§ 226, 226.3, 8 CAL. CODE REGS. § 11040(7)); Waiting Time Penalties (CAL. LAB. CODE §§ 201, 202, and 203); and Penalties Pursuant to the Private Attorney General Act (CAL. LAB. CODE §§ 2699, *et seq.*, 210, and 558).

G. The Settlement Is Subject to Court Approval and Will Be Void if the Court Denies Final Approval.

It is possible that the Court will decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void, meaning that Defendants will not pay any money and Class Members will not release any claims against Defendants.

5. YOUR RIGHTS AND OPTIONS.

A. How Will I Get Paid?

For every Participating Class Member (*i.e.*, every Class Member who does not opt-out), the Administrator will send, by U.S. Mail, an Individual Class Payment Check, and a separate Individual PAGA Payment check to those who qualify as Aggrieved Employees. For every Non-Participating Class Member (*i.e.*, every Class Member who opted out of the Class Settlement) who qualify as Aggrieved Employees, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check(s) expires (the void date). If you do not cash the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address (or want your check sent to a different address), please be sure to notify the Administrator as soon as possible. Sections 5.B. and 7. of this Notice have the Administrator's contact information.

B. Can I Dispute the Number of Weeks or Pay Periods Defendants Claim I Worked?

Yes. If you disagree with the number of workweeks and/or PAGA Period pay periods reported for you

in Defendants' records, you may file a written dispute with the Administrator by [REDACTED], 20[REDACTED]. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

CLASS ACTION ADMINISTRATOR

[Administrator]

[Address, telephone, and fax]

The Administrator's contact information is also provided below, **Section 7**.

Any dispute submitted to the Administrator as to the number of workweeks and/or pay periods must be in writing and include proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and pay periods contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the workweek and/or pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your Class Period workweeks and/or PAGA Period pay periods.

C. Can I Opt Out of the Settlement?

Yes, but **only** to the Class Settlement. You cannot opt out of the PAGA Settlement.

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out of the Class Settlement. The easiest way to notify the Administrator that you request to be excluded from the Class Settlement is by submitting the "Request for Exclusion" form provided in this Notice by [REDACTED]. Or you may submit a Request for Exclusion in the form of a letter, submitted by you or your representative, which must (a) include your name, address, and email address or telephone number; and (b) indicate that you desire to exclude yourself from the Class Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage-and-hour claims against Defendants. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will be ineligible to object to any aspect of the Settlement.

You cannot opt out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (*i.e.*, Non-Participating Class Members) remain eligible for Individual PAGA payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

D. Can I Object to the Settlement?

Yes, but **only** as to the Class Settlement **and only if** you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will be ineligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your position. Your objection must state, in writing, the specific reason for your objection, including any legal support, as well as

your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendants and must be mailed, faxed, or emailed to the Administrator no later than [REDACTED]. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

E. What If I Do Nothing?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount but only *if* and *after* the Court grants final approval. If you do not cash your settlement check(s), you will still be bound by all the terms of the Settlement, including the waivers and releases discussed in Sections 4.F.i. and 4.F.ii., and you will be prevented from suing Defendants or participating in any other litigation or class action relating to the matters being settled in this Action within the Class Period.

6. FINAL APPROVAL OF SETTLEMENT

A. How And When Will the Court Provide Final Approval of the Settlement?

The Los Angeles Superior Court of the State of California will hold a Final Approval Hearing on [REDACTED], 20[REDACTED], at [REDACTED] a.m./p.m., in Department 7, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payments, Class Counsel's fees and litigation expenses, and the expenses incurred by the Administrator to effectuate the Settlement. Though your attendance is not required, you may attend (or hire a lawyer to attend at your own expense) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

Before making a decision, the Court will invite comments from Class Members who have submitted written objections, Class Counsel, Defense Counsel, and Participating Class Members who appear in Court (or hire a lawyer to appear on their behalf) to present verbal objections. In general, the Court will hear from any Participating Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. When Will I Get My Settlement Check(s)?

If there are no appeals to the Court's order granting final approval of the Settlement, the check(s) representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately [REDACTED] days after the Court enters judgment on its order granting final approval of the Settlement.

7. GETTING MORE INFORMATION.

This Notice does not contain all the terms of the Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit the Administrator's website at [Administrator's website] to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website.

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You may also contact Class Counsel or the Administrator for information about this Action:

Class Counsel for Plaintiffs and the Settlement Class	The Administrator
Albro Lundy III, Esq. albro@bakerburtonlundy.com Rolando J. Gutierrez, Esq. rolando@bakerburtonlundy.com BAKER, BURTON & LUNDY, P.C. 515 Pier Avenue Hermosa Beach, California 90254 Tel: (310) 376-9893 Fax: (310) 376-7483 Richard Kim, Esq. rkim@richkimlaw.com Law Office of Richard Kim, P.C. 6131 Orangethorpe Ave., Suite 370 Buena Park, CA 90620-4929 Tel: (714) 276-1122 Fax: (714) 276-1120	[Name] [Address]

**DO NOT TELEPHONE, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO
OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

REQUEST FOR EXCLUSION

Benny Adams, et al. v. Crossing, Inc., et al.

Los Angeles Superior Court Case Number 24STCV27904

I, [Class Member], want to OPT-OUT of the Class in the lawsuit entitled *Benny Adams, et al. v. Crossing, Inc., et al.*, Los Angeles Superior Court Case No. 24STCV27904. I understand that, by excluding myself from the Class, I will neither receive an Individual Class Payment, as described in the accompanying Class Notice, nor have the right to object to the Class Settlement. Additionally, if I am an Aggrieved Employee entitled to an Individual PAGA Payment, I understand that I am not excluding myself from the PAGA Settlement and that I will receive an Individual PAGA Payment.

Signature

Date

Print Name of Class Member or
Representative

Last Four Digits of
Social Security Number

**TO BE EFFECTIVE, PLEASE RETURN THIS TO THE ADMINISTRATOR BY [DATE] AT THE
FOLLOWING ADDRESS:**

[Insert name and address of administrator]

EXHIBIT 2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ Plaintiffs Benny Adams and ~~defendant~~ Kelsey Ceco (“Plaintiffs”) and XYZ Defendants Crossing, Inc. and Siliang Di (“Defendant(s)”) (collectively ~~as, the~~ “Parties,” or individually as “Party.”).

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1. DEFINITIONS.

1.1 “Action” means the ~~Plaintiffs~~ Plaintiffs’ lawsuit initiated on October 24, 2024, alleging wage and hour violations against ~~XYZ captioned~~ initiated on ~~and Defendants,~~ pending in Superior Court of the State of California, County of Los Angeles, captioned Benny Adams, et al. v. Crossing, Inc., et al.; Los Angeles Superior Court Case No. 24STCV27904.

1.2 “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means ~~[e.g., a person employed by XYZ in California and classified as a~~ all current or former non-exempt employees who worked for ~~XYZ Defendants~~ during the PAGA Period].

1.5 “Class” means ~~[define class, e.g., “all persons employed by XYZ in California current and classified as~~ former non-exempt employees who work or worked for XYZ Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., and/or Siliang Di during the ~~Class Period~~ time-period of October 24, 2020 to February 24, 2026.”

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~~1.6 “Class Counsel” means~~ “Class Counsel” means Albro L. Lundy, III, Esq., and Rolando J. Gutierrez, Esq., of the law firm BAKER BURTON & LUNDY, P.C., and Richard Kim, Esq. of the LAW OFFICE OF RICHARD KIM, P.C.

~~1.6~~

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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1.8 “Class Data” means Class Member identifying information in ~~XYZ’s Defendants’~~ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a

Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached hereto as “Exhibit A” and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from ~~—October 24, 2020~~ to ~~—February 24, 2026~~.

1.13 “Class ~~Representative~~Representatives” means Benny Adams and Kelsey Ceco, the named ~~Plaintiff~~Plaintiffs, in the operative complaint in the Action seeking Court approval to serve as ~~a~~Class ~~Representative~~Representatives.

1.14 “Class Representative Service Payment” means the payment to ~~the each~~ Class Representative, for initiating the Action, and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

~~1.16 “XYZ” means named Defendant~~

1.16 “Defendants” mean Crossing, Inc. and Siliang Di, including Crossing, Inc.’s predecessor entities Crossing Media, Inc., Crossing Cards, and Vernacular English, Inc.

~~1.17~~1.17 “Defense Counsel” means ~~-Sarina Saluja, Esq., Avi Gholian, Esq., and Sheila Hanley, Esq., of the law firm LOEB & LOEB LLP.~~

~~1.18~~1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

~~1.19~~1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

~~1.20~~1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

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4.22.1.21 “Final Judgment” means the Judgment ~~Entered~~entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means \$~~—Five Hundred Seventy-Five Thousand~~ Dollars (\$575,000), which is the total amount XYZ agreesDefendants agree to pay under the Settlement except as provided in Paragraph 98.2 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service ~~Payment and the Administrator’s Expenses.~~Payments, and the Administrator’s Expenses. The Gross Settlement Amount does not include employer-side taxes based on the Wage Portion of the Individual Class Payments, as defined in Paragraph 3.2.4.1, which Defendants shall fund separately as set forth in Paragraph 3.1.

4.24.1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 2535% of the PAGA Penalties calculated according to the number of Workweeks Pay Periods worked during the PAGA Period.

1.261.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.271.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

4.281.27 “LWDA PAGA Payment” means the ~~75~~65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

4-291.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

4.301.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

~~1.31 —“PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZ for at least one day during the PAGA Period.~~

~~1.33 “PAGA Period” means the period from _____ to _____.~~

1.341.30 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

~~1.35~~1.31 “PAGA Notice” means ~~Plaintiffs’ Plaintiff Adams’ October 24, 2024,~~ letter to ~~XYZ~~Defendants and the LWDA ~~{and Plaintiff’s _____ letter to XYZ and the LWDA}~~ providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

~~1.36~~1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, in the amount of \$28,750, of which 35% (\$10,062.50) to be allocated 25% to the Aggrieved Employees (_____) and 65% (\$18,687.50) to the 75% to LWDA (_____) in settlement of PAGA claims.

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1.34 “PAGA Period” means the period from August 20, 2023, to February 24, 2026.

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~~1.37~~1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

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~~“Plaintiff~~

1.36 “Pre-Class Certification Settlement Agreement” means _____any individual settlement or release agreement entered into between a Class Member and Defendants prior to class certification in connection with the claims alleged in this Action.

~~1.38~~1.37 “Plaintiffs” means Benny Adams and Kelsey Ceco, the named ~~plaintiff~~plaintiffs in the Action.

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~~1.39~~1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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~~1.40~~1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

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~~1.41~~1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

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~~1.42~~1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

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1.43~~1.42~~ “Released Parties” means ~~XYZ~~Crossing, Inc., Crossing Media, Inc., Crossing Cards, Vernacular English, Inc., Siliang Di, and each of its former and their past, present directors, officers, shareholders, owners, [members], attorneys, insurers, , and future parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns- [subsidiaries] [affiliates], benefit plans, insurers, reinsurers, administrators, fiduciaries, and each of their respective past, present, and future officers, directors, members, partners, employees, agents, attorneys, and representatives.

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1.44~~1.43~~ “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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1.45 1.44 “Response Deadline” means ~~1.e.g., 60~~45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are ~~resent~~re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline ~~has expired~~.

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1.46 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

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1.46 “Subclass” means “all current and former non-exempt employees within the Class who were misclassified as ‘independent contractors’ and/or as ‘1099 employees.’”

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1.47 “Void Date” means the date upon which checks for the Individual Class Payments and the Individual PAGA Payments will be voided, as set forth in Paragraph 4.4.1 below.

1.47 1.48 “Workweek” means any week during which a Class Member worked for ~~XYZ~~Defendants for at least one day, during the Class Period.

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1.49 “Workweek Audit” means the good faith review and audit of Defendants’ records conducted by Defendants prior to the filing of the Motion for Preliminary Approval, as defined in Paragraph 6, to determine the actual total number of Workweeks worked by all Class Members during the Class Period for purposes of confirming whether the escalator clause set forth in Paragraph 8.2 has been triggered.

2. RECITALS.

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2.1 On October 24, 2024, Plaintiff Benny Adams commenced this Action by filing a ~~Complaint~~class action complaint alleging causes of action against ~~XYZ~~Defendants for _____. ~~{The Complaint is (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Earned Wages Upon Separation; (7) Penalties Pursuant to the operative complaint in the Action-Private Attorneys General Act; and (8) Unfair Competition and Unlawful Business Practices.~~

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Benny Adams gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on October 24, 2024.

2.3 On January 6, 2025, Plaintiff filed a first amended class action complaint as a matter of right alleging a PAGA cause of action.

2.4 Pursuant to a stipulated order, Plaintiff Benny Adams filed a Second Amended Complaint on May 20, 2025, which names Kelsey Ceko as a plaintiff and expands the class definition to include a subclass (the “Operative Complaint.”) ~~{On _____,~~

~~Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____, The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint").] XYZ denies").~~

~~2.2.5 Defendants deny the allegations in both the Operative Complaint and the Operative Complaint, denies~~ PAGA Notice, deny any failure to comply with the laws identified in in the Operative Complaint and denies therein, and deny any and all liability for the causes of action alleged.

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

~~2.6 After the filing of this Action and prior to class certification, certain Class Members entered into Pre-Class Certification Settlement Agreements with Defendants.~~

~~2.4.2.7 On _____ January 28, 2026, the Parties participated in an all-day mediation presided over by _____ professional neutral Kim Deck, Esq., of Judicate West, which led to this Agreement to settle the Action [or describe alternative means of negotiation]. (describe alternative means of negotiation)~~

~~2.5 Prior to mediation negotiating the Settlement, Plaintiff obtained, through formal informal discovery, (documents, testimony and information obtained), Plaintiff's~~

~~2.8 Prior to mediation, Plaintiffs obtained, through informal discovery, copies of applicable employee handbooks setting forth Defendants' policies and procedures, time punch and payroll data, and Plaintiffs' personnel records. Plaintiffs retained an expert who combined, cleaned, and created analyzable datasets of the time and payroll data in advance of mediation. Plaintiffs also obtained certain copies of the Pre-Class Certification Settlement Agreements, which were carefully analyzed by Class Counsel in advance of mediation. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").~~

~~2.9 The Parties agree that the class release shall be fashioned to include and bind those Class Members who signed Pre-Class Certification Settlement Agreements, subject to the offset provisions set forth in Paragraph 3.2.4.2 below.~~

~~2.6.2.10 The Court has has not granted class certification in this Action.~~

~~(insert details as needed)~~

~~2.7.2.11 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.~~

3. MONETARY TERMS.

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3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.2 below, ~~XYZ promises~~Defendants agree to pay \$~~_____~~575,000.00 and no more as the Gross Settlement Amount ~~+~~ and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. ~~XYZ has.~~ Defendants have no obligation to pay the Gross Settlement Amount ~~(or any payroll taxes)~~ prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ~~Defendants.

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

3.2.1 **To PlaintiffPlaintiffs:** A Class Representative Service Payment to ~~the~~each Class Representative of not more than \$~~_____~~8,500, in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~, ~~the~~ each Class Representative is entitled to receive, as a Participating Class Member. ~~XYZ Defendants~~ will not oppose ~~PlaintiffsPlaintiffs'~~ request for a Class Representative Service ~~Payment~~Payments that ~~does~~do not exceed ~~this amount~~these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, ~~PlaintiffPlaintiffs~~ will seek Court approval for any Class Representative Service Payments no later ~~than~~ 16 court days prior to the Final Approval Hearing, ~~or by any other date as may be ordered by the Court~~. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service ~~Payment~~Payments using IRS Form 1099. ~~Plaintiff assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on ~~the~~their respective Class Representative Service ~~Payment~~Payments.

3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than ~~33.333%~~, which is currently estimated to be \$~~191,664.75~~, and a Class Counsel Litigation Expenses Payment of not more than \$~~XYZ32,000~~. ~~Defendants~~ will not oppose requests for these payments provided that ~~they~~ do not exceed these amounts. ~~Plaintiff~~~~Plaintiffs~~ and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~{16 court}~~ days prior to the Final Approval Hearing, ~~or by any other date as may be ordered by the Court~~. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. ~~Released Parties~~ shall have no liability to Class Counsel or any other ~~Plaintiffs~~~~Plaintiffs~~' Counsel arising from any claim to any portion ~~of~~ any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. ~~The~~ Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZ~~~~Defendants~~ harmless, and indemnifies ~~XYZ~~~~Defendants~~ from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed \$ 8,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$ 8,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 **To Each Participating Class Member:** An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 **Tax Allocation of Individual Class Payments.** ~~25%~~ of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to employee tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~e.g., non-wages such as~~ interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 **Effect of Pre-Class Certification Settlement**
Agreements on Calculation of Individual Class Payments. Participating Class Members who received a payment pursuant to a Pre-Class Certification Settlement Agreement shall receive a credit for their respective amounts, and the offset of such amounts shall be redistributed to Participating Class Members who did not enter into Pre-Class Certification Settlement Agreements on a pro rata basis.

3.2.4.3 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$ ~~28,750~~ to be paid from the Gross Settlement Amount, with ~~75%~~ (\$ ~~65%~~ (\$18,687.50) allocated to the LWDA PAGA Payment and ~~25%~~ (\$ ~~35%~~ (\$10,062.50) allocated to the Individual PAGA Payments.

~~3.2.4.1~~ 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 2535% share of PAGA Penalties (\$ 10,062.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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~~3.2.4.23.2.5.2~~ If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 ~~Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates there are Class Members who collectively worked a total of Workweeks, and Aggrieved Employees who worked a total of PAGA Pay Periods.~~

4.4.1 **Class Data.** Not later than ~~{e.g., 15}~~ days after the Court grants Preliminary Approval of the Settlement, ~~XYZ Defendants~~ will simultaneously deliver the Class Data to the Administrator, ~~in the form of a Microsoft Excel spreadsheet or CSV format.~~ To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~XYZ has~~ Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ~~XYZ Defendants~~ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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4.5.2 **Funding of Gross Settlement Amount.** ~~XYZ Defendants~~ shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's Defendants'~~ share of payroll taxes, by transmitting the funds to the Administrator no later than ~~{14}30~~ days after the Effective Date.

4.6.3 **Payments from the Gross Settlement Amount.** Within ~~{14}~~ days after ~~XYZ funds Defendants fund~~ the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service ~~Payment Payments.~~ Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service ~~Payment Payments~~ shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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~~4.6.14.3.1~~ The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the ~~date- {Void Date, but not less than 180 days after the date of mailing} when the check will be voided.~~ The Administrator will cancel all checks not cashed by the ~~void date~~ Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees

including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.6.24.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~returned~~ returned undelivered without United States Postal Service ("USPS") forwarding address. Within ~~7~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the ~~void date~~ Void Date.

4.6.34.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the ~~void date~~ Void Date, the Administrator shall transmit the funds represented by such checks ~~to~~ to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). ~~or to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient") ____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient).~~

4.6.44.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~ Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when ~~XYZ~~ Defendants fully ~~funds~~ fund the entire Gross Settlement Amount and ~~funds~~ fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Plaintiff~~ Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **~~Plaintiffs~~ Plaintiffs' Release.** ~~Plaintiff~~ Plaintiffs and ~~his, her, or~~ their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally, release and discharge Released Parties from all claims, transactions or occurrences ~~that occurred during the Class Period,~~ including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, ~~Plaintiffs~~ Plaintiffs' PAGA Notice, ~~for~~ ascertained during the Action and released under Paragraph 5.2, below. ~~(Plaintiffs' ("Plaintiffs' Release."))~~ ~~Plaintiffs~~ Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for

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vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff acknowledges~~ Plaintiffs acknowledge that ~~Plaintiff~~ they may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~ Plaintiffs now ~~knows~~ know or ~~believes~~ believe to be true but ~~agrees~~ agree, nonetheless, that ~~Plaintiff's~~ Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~ Plaintiffs' discovery of ~~them~~.

5.1.1 **~~Plaintiff's~~ Plaintiffs' Waiver of Rights Under Civil Code Section 1542.** For purposes of ~~Plaintiff's~~ Plaintiffs' Release, ~~Plaintiff~~ Plaintiffs expressly ~~waives~~ waive and ~~relinquishes~~ relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which ~~reads~~ states:

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~~ released party.

5.2 **Release by Participating Class Members ~~Who Are Not Aggrieved~~**
~~Employees:~~ Employees: All Participating Class Members, including each Participating Class Member who entered into Pre-Class Certification Settlement Agreements, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ~~{and ascertained in the course of the Action}~~ [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.] and ascertained in the course of the Action including Failure to Pay Minimum Wages (CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1, 8 CAL. CODE REGS. § 11040(4)); Failure to Pay Overtime and Double Time Compensation (CAL. LAB. CODE §§ 510, 1194, 1198, 8 CAL. CODE REGS. § 11040(3)); Failure to Provide Meal Periods (CAL. LAB. CODE §§ 226.7, 512, 8 CAL. CODE REGS. § 11040(11)); Failure to Provide Rest Periods (CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)); Failure to Provide Accurate Itemized Wage Statements (CAL. LAB. CODE §§ 226, 226.3, 8 CAL. CODE REGS. § 11040(7)); Waiting Time Penalties (CAL. LAB. CODE §§ 201, 202, and 203); and Unfair Competition and Unlawful Business Practices (CAL. BUS. & PROF. CODE § 17200, et seq.). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. Participating Class Members who entered into Pre-Class Certification Settlement Agreements are also bound by the release set forth in this Paragraph 5.2, notwithstanding the existence of any such Pre-Class Certification Settlement Agreement.

5.3 **Release by ~~Non-Participating Class Members Who Are Aggrieved~~**
~~Employees:~~ Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,

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the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.], and the PAGA Notice including Failure to Pay Minimum Wages (CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1, 8 CAL. CODE REGS. § 11040(4)); Failure to Pay Overtime and Double Time Compensation (CAL. LAB. CODE §§ 510, 1194, 1198, 8 CAL. CODE REGS. § 11040(3)); Failure to Provide Meal Periods (CAL. LAB. CODE §§ 226.7, 512, 8 CAL. CODE REGS. § 11040(11)); Failure to Provide Rest Periods (CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)); Failure to Provide Accurate Itemized Wage Statements (CAL. LAB. CODE §§ 226, 226.3, 8 CAL. CODE REGS. § 11040(7)); Waiting Time Penalties (CAL. LAB. CODE §§ 201, 202, and 203); and Penalties Pursuant to the Private Attorney General Act (CAL. LAB. CODE §§ 2699, et. seq., 210, and 558).

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6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

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6.1 XYZ’s Declaration Defendants’ Declarations in Support of Preliminary Approval. Within –14 days of the full execution of this Agreement, XYZ Defendants will prepare and deliver to Class Counsel a signed Declaration, or signed Declarations, from XYZ Defendants and Defense Counsel, as follows:

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6.1.1 Conflicts of Interest with the Administrator and Other Pending Actions. A declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.1.2 Plaintiff’s Workweek Audit and Escalator Clause. A declaration attesting that Defendants, via their expert, conducted the Workweek Audit and confirming whether the actual number of Workweeks exceeds the estimated 9,376 Workweeks set forth in Paragraph 8.1 by more than 7% as provided in Paragraph 8.2. If the Workweek Audit reveals that the actual number of Workweeks exceeds the 7% threshold, the Parties shall meet and confer in good faith to adjust the Gross Settlement Amount accordingly prior to filing the Motion for Preliminary Approval.

6.2 Plaintiffs’ Responsibilities. Plaintiff Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*, and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts

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~~relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from~~ signed declarations from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ the Administrator ~~and/or the proposed Cy Pres~~; ~~(vi: (v))~~ (vi: (v)) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); ~~(viii: (v))~~ (viii: (v)) a redlined version of the ~~parties'~~ Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and ~~(viii: (v))~~ (viii: (v)) all facts relevant to any actual or potential conflict of interest with Class Members, or the Administrator ~~and/or the Cy Pres Recipient~~. In their Declarations, ~~Plaintiff~~ Plaintiffs and Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~{30}~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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7.4 **Notice to Class Members.**

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice ~~with Spanish translation, if applicable~~ substantially in the form attached to this Agreement as Exhibit ~~_____~~ A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional ~~14~~ days beyond the ~~60~~45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 **Requests for Exclusion (Opt-Outs).**

7.5.1 Class Members who wish to exclude themselves (opt-out of) the

Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~60~~45 days after the Administrator mails the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have ~~60~~45 days after the Administrator mails the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel ~~and, along with~~ the

Administrator's determination of the challenges.

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7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service ~~Payment~~ Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~60~~ 45 days after the Administrator's mailing of the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice was re-mailed).

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

7.8 ~~Administrator~~ Administrator's **Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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7.8.1 **Website, Email Address, and Toll-Free Number.** The Administrator will establish ~~and~~ maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing, and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service ~~Payment~~ Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

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

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7.8.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things,

tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include ~~provide~~ the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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7.8.4 **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

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8. CLASS SIZE ESTIMATES ~~OF THE CLASS, AGGRIEVED EMPLOYEES, WORKWEEKS, AND PAY PERIODS.~~

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8.8.1 **Class Workweeks and ~~ESCALATOR CLAUSE~~ Aggrieved Employee Pay Periods.** Based on a review of its records, ~~XYZ estimates that,~~ as of the date of this Settlement Agreement, ~~(1) February 24, 2026, Defendants estimate~~ there are ~~192~~ Class Members ~~who collectively worked a total of 9,376 Workweeks, and Total Workweeks during the Class period and (2) there were~~ 118 Aggrieved Employees who worked a total of 2,732 PAGA Pay Periods during.

8.2 **Class Escalator Clause.** Pursuant to Paragraph 6.1.2, Defendants shall conduct a Workweek Audit prior to the PAGA Period-filing of the Motion for Preliminary Approval to confirm whether the escalator clause has been triggered. The escalator clause is

also subject to the Administrator's final determination of the total number of Workweeks following its review of the Class Data after Preliminary Approval. If the actual number of Workweeks, as determined by either the Workweek Audit or the Administrator's final determination, exceeds the estimated amount stated in Paragraph 8.1 by more than 7%, Defendants shall increase the Gross Settlement Amount on a proportional basis for the excess workweeks above the 7% threshold (i.e., if there is a 10% increase in the number of workweeks, Defendants shall increase the Gross Settlement Amount by 3%).

9. **XYZ'S DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, XYZ Defendants may, but is are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if XYZ withdraws Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will. If Defendants exercise this right to withdraw, they shall remain responsible for paying all Settlement Administration Expenses incurred up to that point. XYZ Defendants must notify Class Counsel and the Court of its their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late. Late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than [16] court days before the calendared Final Approval Hearing, Plaintiff by any other date as may be ordered by the Court, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PGA settlement under Labor Code section 2699, subdivision (j), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than that than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement

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solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZ Defendants that any of the allegations in the Operative Complaint have merit or that XYZ has Defendants have any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff Plaintiffs that XYZ's Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, XYZ reserves Defendants reserve the right to contest certification of any class for any reasons, and XYZ reserves Defendants reserve all available defenses to the claims in the

Action, and ~~Plaintiff reserves~~Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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12.2 **Confidentiality Prior to Preliminary Approval.** ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~-with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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12.6 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to

agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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12.9 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

12.11 **12.10 Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12 **12.11 Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.13 **12.12 Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14 **12.13 Confidentiality.** To the extent permitted by law, all agreements made and orders entered during ~~the~~ Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15 **12.14 Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~ **Defendants** in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, ~~Plaintiff~~ **Plaintiffs** shall destroy all paper and electronic versions of Class Data received from ~~XYZ~~ **Defendants** unless, prior to the Court's discharge of the Administrator's obligation, ~~XYZ~~ **makes** **Defendants make** a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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12.16**12.15** **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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12.17**12.16** **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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12.18**12.17** **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff:

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To XYZ:

Class Counsel	Defense Counsel
<u>Albro L. Lundy III, Esq.</u> <u>albro@bakerburtonlundy.com</u> <u>Rolando J. Gutierrez, Esq.</u> <u>rolando@bakerburtonlundy.com</u> BAKER BURTON & LUNDY, P.C. 515 Pier Avenue Hermosa Beach, CA 90254 Tel: (310) 376-9893 Fax: (310) 376-7483	<u>Sarina Saluja, Esq.</u> <u>ssaluja@loeb.com</u> <u>Sheila Hanley, Esq.</u> <u>shanley@loeb.com</u> LOEB & LOEB, LLP 10100 Santa Monica Blvd, Suite 2200 Los Angeles, CA 90067 Tel: (310) 282-2200 Fax: (310) 282-2200
<u>Richard Kim, Esq.</u> <u>rkim@richkimlaw.com</u> LAW OFFICES OF RICHARD KIM, P.C. 6131 Orangethorpe Ave., Suite 370 Buena Park, CA 90620-4929 Tel: (714) 276-1122 (714) 276-1120	

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12.19**12.18** **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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12.2012.19 **Litigation Stay**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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~~For~~
DATED: _____ By: _____
Benny Adams
Plaintiff For XYZ and Putative Class
Representative

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(date)

~~Counsel for~~
DATED: _____ By: _____
Kelsey Ceco
Plaintiff Counsel and Putative Class
Representative

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DATED: _____ By: _____
Sining Guo, Managing Director
For Defendant Crossing, Inc.

DATED: _____ By: _____
Defendant SILIANG DI

APPROVED AS TO FORM:

DATED: _____ **BAKER, BURTON & LUNDY, P.C.**

LAW OFFICE OF RICHARD KIM, P.C.

By: _____

ALBRO L. LUNDY, III
ROLANDO J. GUTIERREZ
RICHARD KIM
Attorneys for Plaintiffs

DATED: _____ **LOEB & LOEB, LLP**

By: _____

SARINA SALUJA
SHEILA HANLEY
Attorneys for ~~XYZ~~ Defendants

(date)

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EXHIBIT 3

CASE NAME: ADAMS v CROSSING, INC

Requesting Attorney: Rolando J. Gutierrez
Plaintiff or Defense: Defense
Firm Name: Baker Burton & Lundy
Telephone: (310) 376-9893
Email: rolando@bakerburtonlundy.com

Date: March 17, 2026
Prepared By: Dominique Fite
 50 Corporate Park, Irvine CA 92606
 Dfite@CPTGroup.com
Direct Number: (619) 613-1653
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 192	Undeliverable Mail Rate: 10%
Opt-Out Filing Rate: 1.5%	Payment Option: Check
No. of Checks Issued: 189	Unclaimed Funds: SCO
Language Translation Services: No	Postage Total: \$316.95
Settlement Website: Static Website	Grand Total: \$11,064.69
Notice Procedures: Mail	CPT'S DISCOUNTED FEE: \$8,000.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. The Settlement website will publish the full Notice and all relevant case documents for downloading.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	1	\$150.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$745.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	19	\$16.15
Print & Mail Notice Packets	\$1.00	192	\$192.00
First-Class Postage (up to 1 oz.)*	\$0.74	192	\$142.08
Sub Total:			\$675.23

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 10% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remailing with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	19	\$9.50
Skip Trace for Best Address	\$1.00	17	\$17.00
Print & Remail Notice Packets	\$1.00	13	\$13.00
First-Class Postage (up to 1 oz.)*	\$0.74	13	\$9.62
Sub Total:			\$109.12

OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	3	\$7.20
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.74	1	\$0.74
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$324.44

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	39	\$117.00
Sub Total:			\$417.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	189	\$18.91
Sub Total:			\$453.91

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W-2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	189	\$472.80
First-Class Postage (up to 1 oz.)	\$0.74	189	\$139.95
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	9	\$4.73
Skip Trace for Best Address	\$1.00	9	\$9.46
Remail Undeliverable Checks	\$2.50	9	\$22.50
First-Class Postage (up to 1 oz.)	\$0.74	9	\$6.66
Re-Issue Checks as Required	\$5.00	8	\$40.00
First-Class Postage (up to 1 oz.)	\$0.74	8	\$5.92
Sub Total:			\$4,492.01

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	40	\$6.00
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$11.98	1	\$11.98
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$807.98

Total Administration Costs: \$11,064.69

Courtesy Discount: -\$3,064.69

CPT'S DISCOUNTED FLAT FEE: \$8,000.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

1. Definitions.

- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) “**Agreement**” means these Terms and Conditions and the Bid.
 - c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) “**Class**” means Members and putative Members collectively.
 - h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) “**Defendant**” means the named Party and/or Parties in the Case against whom action is brought.
 - l) “**Defense Counsel**” means the attorney(s) of record for the Defendant(s) in the Case.
 - m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
 - q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
 - s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) “**Products**” means any and all CPT Services and work product resulting from Services.
 - u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) “**Settlement Agreement**” means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials, or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals.

The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

5. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount, CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
6. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment. If travel is required to affect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account. Client is aware that CPT may receive certain financial benefits from financial institutions, including discounts on certain banking services, for services that ensure eligibility for FDIC deposit insurance, or in connection with the establishment of QSF accounts. At any given time, CPT may maintain multiple QSF account balances at an institution, which may result in benefits that would not normally be available to a customer who maintains an individual QSF account. Such benefits may be used to (a) eliminate or reduce certain bank service fees that would normally be charged to the QSF account until its closure, (b) reduce CPT's administration fees and/or (c) may be retained by CPT as additional compensation.
7. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section

"Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination", Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

8. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
9. **Intellectual Property.** CPT retains all rights, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
10. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
11. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE
12. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
14. **Miscellaneous Provisions.**
- a) **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) **Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) **Counterparts.** This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) **Entire Agreement.** This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) **Modifications.** Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
- f) **Assignment.** Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) **No Third-Party Beneficiaries.** The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) **Statistical Data.** Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) **Export Controls.** Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest

extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

- k) **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery, the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) **Independent Contractors.** Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) **Subcontractors.** CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) **Headings.** The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) **Waiver.** No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) **Acceptance.** If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) **Survival.** Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

1 **PROOF OF SERVICE**

2 **RE: *Benny Adams v. Crossing, Inc., et al.***
3 **Case No: 24STCV27904**
LWDA Case No: LWDA-CM- 1058105 -24

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and
5 not a party to this action. My business address is 515 Pier Avenue, Hermosa Beach, CA 90254.

6 On **July 2, 2026**, I served true and correct copies of the following document(s) described as:

7 **DECLARATION OF ROLANDO J. GUTIERREZ ESQ. IN SUPPORT OF PLAINTIFF BENNY**
8 **ADAMS' AND KELSEY CECO'S MOTION FOR CONDITIONAL CLASS CERTIFICATION**
9 **AND PRELIMINARY APPROVAL OF CLASS ACTION AND PRIVATE ATTORNEY**
10 **GENERAL ACT SETTLEMENT**

11 on the interested parties as follows:

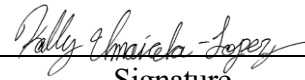
12 Labor and Workforce Development Agency
13 800 Capital Mall, Suite 500
14 Sacramento, California 95814

15 [✓] **BY ELECTRONIC SUBMISSION:** Complying with CAL. LAB. CODE §§ 2699(l)(4) and
16 2699.3, I caused true and correct copies of the documents to be served on the Labor and
17 Workforce Development Agency through its online platform at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
19 and correct.

20 Executed on **July 2, 2026** at Hermosa Beach, California.

21 Kally Imaicela-Lopez
22 Type or Print Name

23 
24 Signature

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10 on the interested parties as follows:

11 Sarina Saluja, Esq.
12 ssaluja@loeb.com
13 Avi Gholian, Esq.
14 agholian@loeb.com
15 **LOEB & LOEB LLP**
16 10100 Santa Monica Blvd, Suite 2200
17 Los Angeles, CA 90067

18 *Counsel for Defendants*
19 **CROSSING, INC.**
20 **SILIANG DI**

21 Richard Kim, Esq.
22 rkim@richkimlaw.com
23 Ian Nomura, Esq.
24 inomura@richkimlaw.com
25 **LAW OFFICES OF RICHARD KIM, P.C.**
26 6131 Orangethorpe Ave., Suite 370
27 Buena Park, CA 90620-4929
28 cc: Nathan Seong
nseong@richkimlaw.com

Co-Counsel for Plaintiff and the Putative Class

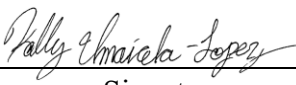
16 [] **VIA MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Hermosa Beach, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Hermosa Beach, California.

19 [✓] **VIA CASE ANYWHERE:** Complying with California Rule of Court 2.251 and Code of Civil Procedure § 1010.6, *et. seq.*, and in compliance with the Court's Order Authorizing Electronic Service, I caused true and correct copies of the documents to be served through Case Anywhere at www.caseanywhere.com to the email address(es) of the person(s) identified above.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

23 Executed on **July 2, 2026** at Hermosa Beach, California.

24
25 Kally Imaicela-Lopez
26 Type or Print Name

25 
26 Signature