PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Manuel Rivera Jr. and Alvaro Flores ("Plaintiffs") and Defendant Premier America Credit Union ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Actions" means the Plaintiffs' PAGA lawsuits alleging wage and hour violations against Defendant captioned *Manuel Rivera Jr. v. Premier America Credit Union,* Los Angeles County Superior Court, Case No. 25STCV01724, ("Rivera Action") and *Alvaro Flores v. Premier America Credit Union*, Los Angeles County Superior Court Case No. 25CHCV00249 ("Flores Action")

1.2. "Administrator" or "Settlement Administrator" means Apex Class Action, LLC ("Apex"), 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 Approval of the Settlement.

1.4. "Approval Order" means the proposed Court Order Granting Approval of this PAGA Settlement.

1.5. "Aggrieved Employee" or "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant who worked in California during the PAGA Period.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current or last-known Aggrieved Employee 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 Aggrieved Employees.

1.7. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.8. "Court" means the Superior Court of California, County of Los Angeles.

1.9. "Defendant" means Premier America Credit Union.

1.10. "Defense Counsel" means O'Hagan Meyer, LLP.

1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12. "Gross Settlement Amount" means **Two Hundred Eighty-Five Thousand Dollars and Zero Cents ($285,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Enhancement Fee and the Administrator's Expenses Payment.

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

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive penalties under Labor Code § 2699(n).

1.15. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

1.16. "PAGA Counsel" means The Sentinel Firm, APC and Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Representatives" means the named Plaintiffs Manuel Rivera Jr. and Alvaro Flores in the operative complaint in the Actions serving as a Representative on behalf of the Labor and Workforce Development Agency and the State of California.

1.19. "PAGA Representative Enhancement Fee" means the payment to the PAGA Representative for initiating the Action, providing services in support of the Action and for a release of their individual claims asserted in this Action.

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

1.21. "Net Settlement Amount" means the Gross Settlement Amount after deducting the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Fee Payment and the Administration Expenses Payment.

1.22. "PAGA Period" or "PAGA Release Period" means the period from November 14, 2023 through February 23, 2026, or as modified pursuant to Paragraph 8 of the Agreement.

1.23. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.24. "PAGA Notice" means Plaintiff Rivera's January 21, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a) and Plaintiff Flores' November 14, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.26. "Plaintiffs" means Manuel Rivera Jr. and Alvaro Flores, the named plaintiffs in the Action.

1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.28. "Released Parties" means: Defendant Premier America Credit Union and all of their parent companies, subsidiaries, respective attorneys (in their individual and corporate capacities), past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant, and any entity that could be deemed a joint employer with Defendant for any of the Released Claims within the PAGA Release Period.

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

2. RECITALS.

2.1. On January 21, 2025, Plaintiff Rivera commenced the Rivera Action by filing a Complaint in Los Angeles County Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On January 23, 2025, Plaintiff Flores commenced the Flores Action by filing a Complaint in Los Angeles County Superior Court alleging a cause of action against Defendant for Civil Penalties Under PAGA. On March 28, 2025, Plaintiff Rivera filed a First Amended Complaint adding a cause of action to the Rivera Action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Rivera Action (the "Operative Complaint") and the Complaint is the operative complaint in the Flores Action. Prior to engaging in settlement negotiations, Defendant presented Plaintiff Rivera with an arbitration agreement which Defendant contended waived Plaintiff Rivera's right to pursue claims on a class-wide basis. Therefore, based on the arbitration agreement, Plaintiff Rivera filed a request pursuant to Cal. Rules of Court 3.770 to dismiss the class claims, which was signed by the Court on April 29, 2025, dismissing the representative class action portion of the claims without prejudice. Defendant denies the allegations in the Operative Complaints and in the PAGA Notices, denies any failure to comply with the laws identified in in the Operative Complaint and/or the PAGA Notices, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), plaintiffs Rivera and Flores gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on January 21, 2025 and November 14, 2024, respectively.

2.3. On December 9, 2025 the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq. and reached an agreement to settle the Action.

2.4. Prior to the mediation, Plaintiffs obtained, through informal discovery, employee and payroll data, policy documents, and additional information regarding Defendant's non-exempt, hourly employees in California, which Plaintiffs' Counsel reviewed and analyzed.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending Actions 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 below, Defendant promises to pay a maximum of **$285,000.00** as the Gross Settlement Amount. Defendant has 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 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 PAGA Representative Enhancement Fee to each PAGA Representative of not more than $10,000.00, in addition to any Individual PAGA Payment that each PAGA Representative is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiffs' requests for PAGA Representative Enhancement Fees that do not exceed this amount. Plaintiffs will seek Court approval for any PAGA Representative Enhancement Fee in the Approval Motion. If the Court approves a PAGA Representative Enhancement Fee less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Enhancement Fee Payment using the appropriate IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the

PAGA Representative Enhancement Fee Payment, and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiffs' obligations to pay taxes owed on the PAGA Representative Enhancement Fee Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, and PAGA Counsel Litigation Expenses Payment of not more than $23,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment with the motion for approval of the Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The payment of the PAGA Counsel Fees Payment shall be made as follows: 50% to The Sentinel Firm, APC, 38.75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 11.25% to Centurion Trial Attorneys, APC. Payment of the PAGA Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $6,890.00 except upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount. Apex Class Action, LLC has been selected as the Administrator, based upon its "not to exceed" bid of $6,890.00.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties which shall be paid from the

Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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 Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Aggrieved Employees' obligations to pay taxes owed on these Payments.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. <u>SETTLEMENT FUNDING AND PAYMENTS.</u>

4.1. <u>Aggrieved Employee Pay Periods</u>. The settlement was negotiated at mediation based on Defendant's representation that there were 15,856 pay periods during the PAGA Release Period as of December 9, 2025 worked by the estimated 440 Aggrieved Employees.

4.2. <u>Aggrieved Employee Data</u>. Not later than thirty (30) days after the Court grants Approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within twenty-one (21) days after Defendant funds the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Fee Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which date shall be one hundred eighty (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 PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within ten (10) 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose 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 State Controller's Unclaimed Property Fund.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Releases of PAGA Claims: Upon final approval by the Court and full payment of the PAGA Gross Settlement Amount to the Settlement Administrator by Defendants, Plaintiffs, as agents and proxies of the Labor and Workforce Development Agency ("LWDA"), will release Defendant from all claims for civil penalties arising at any time during the PAGA Period for the claims asserted by Plaintiffs in the Notice Letters sent to the LWDA and in the Operative Complaints in the Actions. This release does not include 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, class claims, or PAGA claims based on facts occurring outside the PAGA Period..

6. MOTION FOR APPROVAL

Plaintiffs shall prepare and file a motion for approval of the Settlement ("Motion for PAGA Settlement Approval") that complies with any applicable and current checklist for Approval.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Approval that includes an analysis of the Settlement's terms and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Approval of the PAGA Settlement; (iii) a draft proposed Notice Letter to the Aggrieved Employees; (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 Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve as PAGA Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(*l*)(1)), this Agreement (Labor Code § 2699(*l*)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matters or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of this Settlement; obtaining a prompt hearing date for the Motion for Approval; and for appearing in Court to advocate in favor of the Motion for Approval. PAGA Counsel is responsible for delivering the Court's Approval and any other necessary documents to the Administrator. Plaintiffs and PAGA Counsel will ensure that the PAGA Claims are dismissed with prejudice upon the Court's approval of the settlement.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, PAGA 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 Approval or conditions Approval on any material change to this Agreement, PAGA 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 Apex Class Action, LLC ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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 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 § 468B-1.

7.4. Receipt of Data. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees and PAGA Pay Periods in the Aggrieved Employee Data.

7.5. Objections to Settlement. Pursuant to their understanding of California law, the Parties agree that Aggrieved Employees and/or other PAGA Representatives other than those named in this Settlement may not and have no right to object to or intervene in any components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and/or PAGA Representative Enhancement Fee Payment.

7.6. Administrator 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.

7.6.1. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA 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 fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

8. AGGRIEVED EMPLOYEE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant represents that there were 15,856 pay periods during the PAGA Release Period as of December 9, 2025. Should the pay periods increase beyond 10% worked by the Aggrieved Employees during the PAGA Release Period (17,441 pay periods), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (e.g., if the number of workweeks increases by 11% the Total Settlement Amount will increase by 1%). However, if the escalator clause is triggered, Defendant may alternatively choose at its sole discretion to end the PAGA Release Period on the date that the increase would otherwise be triggered. The Administrator will confirm Defendant's election (if applicable) prior to issuing payment as provided for in section 4 of this Agreement.

9. AMENDED JUDGMENT.

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

10. ADDITIONAL PROVISIONS.

10.1. 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 Defendant that any of the allegations in the Operative Complaint have merit, that the Aggrieved Employees as defined in this Agreement were aggrieved as that term is used in the Labor Code, or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Settlement in this matter is a compromise of highly disputed claims. The Settlement, this Agreement and 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).

10.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding the good faith efforts of the Parties pursuant to Paragraph 10.6 of this Agreement, or if the appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Aggrieved Employees, the LWDA, Plaintiffs or Plaintiffs' counsel; (3) any existing approval order or judgment shall be vacated; and (4) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

10.3. Confidentiality Prior to Motion for Approval. Plaintiffs, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the full execution of this Settlement and submission for Approval, 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, PAGA Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Approval any with 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. However, the Parties agree that the Settlement and this Agreement are not confidential.

10.4. 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.

10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

10.6. 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.

10.7. 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 portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.8. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant 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.

10.9. 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.

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

10.11. 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.

10.12. 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.

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

10.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant 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 rule of court. 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 shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant.

10.15. 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.

10.16. 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.

10.17. 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:

To Plaintiff:

Seung L. Yang
seung.yang@thesentinelfirm.com
Tiffany Hyun
tiffany.hyun@thesentinelfirm.com
Jeffrey P. Jackson
jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC
355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Norman B. Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

To Defendant:

O'HAGAN MEYER
Anthony C. Oceguera
aoceguera@ohaganmeyer.com
1201 K Street, Suite 1960
Sacramento, California 95814
Ph: 916.884.0752

10.18. 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.

10.19. Stay of Litigation. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on December 9, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

10.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

[SIGNATURES ON NEXT PAGE]

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IT IS SO AGREED.

Plaintiff & PAGA Representative:

Dated: 05 / 21 / 2026

By: ______________________

MANUEL RIVERA, JR.

Plaintiff & PAGA Representative:

Dated: ___

By: ______________________

ALVARO FLORES

Plaintiff's Counsel (as to form only):

Dated: 05/21/26

THE SENTINEL FIRM, APC

By: ______________________

Seung L. Yang
Tiffany Hyun
Jeffey P. Jackson

Attorneys for Plaintiff
MANUEL RIVERA, JR.

Plaintiff's Counsel (as to form):

Dated: 6/2/26

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: ______________________

Kyle Nordrehaug

Attorneys for Plaintiff
ALVARO FLORES

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IT IS SO AGREED.

Plaintiff & PAGA Representative:

Dated: ___ By: ______________________________

MANUEL RIVERA, JR.

Plaintiff & PAGA Representative:

Dated: 05/28/2026 By: ______________________________

Alvaro Flores (May 28, 2026 08:55:26 PDT)

ALVARO FLORES

Plaintiff's Counsel (as to form only):

Dated: ___

THE SENTINEL FIRM, APC

By: ______________________________

Seung L. Yang
Tiffany Hyun
Jeffey P. Jackson

Attorneys for Plaintiff
MANUEL RIVERA, JR.

Plaintiff's Counsel (as to form):

Dated: ___

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By:

Kyle Nordrehaug

Attorneys for Plaintiff
ALVARO FLORES

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Defendant: **PREMIER AMERICA CREDIT UNION**

Dated: 05/26/2026

By: Shelley Tam
Print Name

DocuSigned by:
Shelley Tam
D1B1766DD97449D...
Signature

Chief People Officer
Title

Defendant's Counsel (as to form only):

Dated: 5/27/2026

O'HAGAN MEYER

By: ______________________
Anthony C. Oceguera
Attorneys for Defendant

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