

James R. Hawkins (SBN 192925)
Isandra Fernandez (SBN 220482)
Anthony L. Draper (SBN 344391)
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
Email: staff@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
anthony@jameshawkinsaplc.com

Attorneys for Plaintiff AMBER PALMA,
on behalf of herself and all others similarly situated

Alexander M. Medina (SBN 222015)
Kyle W. Owen (SBN 326335)
MEDINA McKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488
Email: alex@medinamckelvey.com
kyle@medinamckelvey.com

Attorneys for defendant VOLUNTEERS OF
AMERICA NORTHERN CALIFORNIA AND
NORTHERN NEVADA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

AMBER PALMA on behalf of herself and all
others similarly situated,

Plaintiff,

v.

VOLUNTEERS OF AMERICA NORTHERN
CALIFORNIA AND NORTHERN NEVADA,
INC., a California Company, and DOES 1
through 50, inclusive,

Defendants.

Case No. 34-2020-00282148-CU-OE-GDS

**ADDENDUM TO CLASS, PAGA, AND
FCRA SETTLEMENT**

1 **ADDENDUM TO CLASS, PAGA, AND FCRA SETTLEMENT AGREEMENT**

2 This Addendum to Class, PAGA, and FCRA Settlement Agreement (“Addendum”)
3 modifies and supplements portions of the attached Class, PAGA, and FCRA Settlement
4 Agreement, fully executed as of March 12, 2025 (“Original Agreement”), between Plaintiff
5 Amber Palma, individually and on behalf of the Class (as defined in the Original Agreement), the
6 State of California under the California Private Attorneys General Act, and Defendant Volunteers
7 of America Northern California and Northern Nevada, Inc. (collectively referred to as the
8 “Parties”). This Addendum is authorized by the Original Agreement, paragraph 12.5.

9 Unless otherwise specified, capitalized terms in this Addendum have the same meaning as
10 defined in the Original Agreement, and those definitions are incorporated by reference. If there is
11 a conflict between the Original Agreement and the terms and provisions of this Addendum, the
12 terms and provisions of this Addendum shall control. Unless otherwise specified, the Addendum
13 supersedes the provisions of the Original Agreement.

14 By executing this Addendum, the Parties hereby modify and supplement the Original
15 Agreement as follows:

16 1. Paragraph 5.2 is hereby modified to state as follows:

17 **Release by Participating Wage and Hour Class Members:** All Participating Wage and
18 Hour Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
20 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
21 based on the Class Period facts stated in the Wage and Hour Operative Complaint including
22 (a) any and all claims involving any alleged failure to pay lawful wages under Labor Code
23 sections 510, 1194, 1197, and IWC Wage Orders; (b) any and all claims alleging any alleged
24 failure to provide meal periods or compensation in lieu thereof under Labor Code sections
25 512, 226.7, and IWC Wage Orders; (c) any and all claims alleging any alleged failure to
26 provide rest periods or compensation in lieu thereof under Labor Code section 226.7 and IWC
27 Wage Orders; (d) any and all claims alleging any alleged failure to timely pay wages Under
28 Labor Code sections 201–203, and IWC Wage Orders; (e) any and all claims alleging any
29 alleged failure to provide accurate wage statements under Labor Code section 226 and IWC
30 Wage Orders; and (f) any and all claims alleging any alleged failure to comply with California
31 Business and Professions Code sections 17200, *et seq.* based on the above-listed violation.
32 Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not
33 release any other claims, including claims for vested benefits, wrongful termination, violation
34 of the Fair Employment and Housing Act, unemployment insurance, disability, social
35 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

36 2. Paragraph 5.4 is hereby modified to state as follows:

1 **Release by Aggrieved Employees:** All Aggrieved Employees, whether or not they are
2 Participating Class Members, are deemed to release, on behalf of themselves and their
3 respective former and present representatives, agents, attorneys, heirs, administrators,
4 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, the PAGA Notice, including alleged violations of California
Labor Code §§ 201–203, 210, 226, 226.7, 510, 512, 1194, 1197, 1198.

5
6 Other than as set forth herein, the Parties understand and agree that all other terms and
7 provisions set forth in the Original Agreement remain unchanged and are enforceable.

8
9 Dated: June 5, 2025

MEDINA McKELVEY LLP

10
11 By: 

ALEXANDER M. MEDINA
KYLE W. OWEN
Attorneys for defendant VOLUNTEERS OF
AMERICA NORTHERN CALIFORNIA
AND NORTHERN NEVADA

12
13
14
15 Dated: June 5, 2025

JAMES HAWKINS, APLC

16
17 By: 

JAMES R. HAWKINS
ISANDRA Y. FERNANDEZ
ANTHONY L. DRAPER
Attorneys for plaintiff AMBER PALMA

CLASS, PAGA, and FCRA SETTLEMENT AGREEMENT

This Class, PAGA, and FCRA Action Settlement Agreement (“Agreement”) is made by and between Amber Palma. (“Plaintiff”) and Defendant Volunteers of America Northern California and Northern Nevada, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Amber Palma v. Volunteers of America Northern California and Northern Nevada, Inc.*, Case No. 34-2020-00282148 (Superior Court of the State of California, County of Sacramento) and Plaintiff’s lawsuit alleging employee background check claims against Defendant captioned *Amber Palma v. Volunteers of America Northern California and Northern Nevada, Inc.*, Case No. 34- 2021-00301329 (Superior Court of the State of California, County of Sacramento)

1.2. “Administrator” means ILYM 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 and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

1.5. “Attorneys’ Fees” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees up to 35% of the Gross Settlement Amount, which equals Three Hundred Eighty Five Thousand Dollars (\$385,000) to be paid from the Gross Settlement Amount.

1.6. “Attorneys’ Expenses” means the amount allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000..

1.7. “Background Check Class” means all persons who executed Defendant’s disclosure form to obtain consumer reports for employment purposes in the state of California during the Background Check Class Period. The number for this settlement class members is 3,636

1.8. “Background Check Class Period” means the period from May 5, 2016, to June 3, 2024.

1.9. “Background Check Fund” means that portion of the Settlement Amount allocated to settlement of claims relating to Defendant’s background check procedures. The amount of the Background Check Fund is \$36,000.

1.10. “Class Counsel” means James Hawkins, Isandra Fernandez, and Anthony Draper of James Hawkins APLC.

1.11. “Class Data” means Class Member identifying information in Defendant’s possession including, but not limited to, the Class Member’s name, last-known mailing address, Social

Security number, and number of Class Period Workweeks and PAGA Pay Periods as reported by Defendant.

1.12. “Class Member” or “Settlement Class Member” means a member of the Background Check Class and Wage and Hour Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.13. “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.

1.14. “Class Notice” means the NOTICE OF CLASS AND PAGA ACTION SETTLEMENT, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.15. “Class Representative” means the named plaintiff, Amber Palma, who is seeking Court approval to serve as Class Representative.

1.16. “Class Representative Service Award” means the payment to Class Representative for initiating the Action and providing services in support of the Action.

1.17. “Court” means the Superior Court of California, County of Sacramento.

1.18. “Defendant” means Volunteers of America Northern California and Northern Nevada, Inc.

1.19. “Defense Counsel” means Alexander M. Medina and Kyle W. Owen from Medina McKelvey, LLP.

1.20. “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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” (“GSA”) means the One Million One Hundred Thousand Dollars (\$1,100,000) Defendant shall pay to cover payments to Class Members; Settlement Administration Expenses; Attorneys’ Fees, Attorneys’ Expenses; Service Award; Background Check Fund and the PAGA Penalty Amount. The GSA shall be all in with no reversion to Defendant with no claim form required. The employer’s share of payroll taxes shall not be paid from the GSA and shall remain the sole responsibility of Defendant.

- 1.25. **“Individual Class Payment” (Wage and Hour Class)** means the Wage and Hour Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.26. **“Individual Class Payment” (Background Check Class)** means the Background Check Participating Class Member’s equal share of the Background Check Fund.
- 1.27. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.28. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.
- 1.29. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.30. **“LWDA PAGA Payment”** means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.31. **“Net Settlement Amount”** means the Gross Settlement Amount, less deductions for the following amounts approved by the Court: PAGA Penalty Amount, Class Representative Service Award, Attorneys’ Fees, Attorneys’ Expenses, Administration Expenses and Background Check Fund. The remainder is to be paid to Participating Wage and Hour Class Members as Individual Class Payments.
- 1.32. **“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.
- 1.33. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. **“PAGA Period”** means the period from July 23, 2019, to June 3, 2024.
- 1.35. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.36. **“PAGA Notice”** means, collectively, Amber Palma’s July 23, 2020 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.38. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. **“Plaintiff”** means Amber Palma, the named plaintiff in the Action.
- 1.40. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41. **“Preliminary Approval Order”** means the Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1.44. “Released Parties” means: Volunteers of America Northern California and Northern Nevada, Inc.

1.45. “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.

1.46. “Response Deadline” means 45 calendar days after the Administrator mails the Class 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 or her 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 has expired.

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

1.48. “Wage and Hour Class” means all non-exempt employees employed by Defendant in California at any time during the Wage and Hour Class Period.

1.49. “Wage and Hour Class Period” means the period from July 23, 2016, to June 3, 2024.

1.50. “Workweek” means the fulltime equivalent of the average workweek worked by Class Members during the Class Release Period. Workweeks shall be calculated based on the total number of hours worked by each class member, divided by the average number of shifts in a workweek (5), divided by the average hours worked in a shift (7.51).

2. RECITALS

2.1. On July 23, 2020, Plaintiff Amber Palma. commenced the Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods of compensation in lieu thereof; (4) failure to timely pay wages; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; and (6) violation of the unfair competition law, Case No. 34-2020-00282148 in Sacramento Superior Court .

2.2. On July 23, 2020, Plaintiff provided timely written notice to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of Plaintiff’s intent to pursue a Labor Code section 2698 Private Attorney General Act (“PAGA”) claim.

2.3. On April 20, 2021, Plaintiff filed, upon Court approval, a First Amended Class Action Complaint, adding a cause of action for civil penalties under PAGA. The operative First Amended Class Action Complaint therefore alleged the following causes of action: (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods of compensation in lieu thereof; (4) failure to timely pay wages; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) violation of the unfair competition law; (7) and civil penalties under PAGA.

2.4. On May 24, 2021, Plaintiff filed a separate class action in Sacramento County Superior Court, alleging Defendant improperly conducted employee background checks without providing the proper disclosures and obtaining authorization in violation of the Fair Credit Reporting Act (“FCRA”), Investigative Consumer Reporting Agencies Act (“ICRAA”) Consumer Credit Reporting Agencies Act (“CCRAA”) Case No. 34- 2021-00301329.

2.5. On April 4, 2024, the Parties participated in an all-day mediation presided over by Hon. Amy Hogue (Ret.). An agreement was not reached at the conclusion of the mediation. The parties continued in settlement discussions and further exchanged pertinent information in support of settlement efforts. The mediator continued to assist the Parties throughout the ongoing settlement negotiations. The mediator made a settlement proposal that was accepted by all Parties on August 29, 2024.

2.6. Prior to the mediations and through pre-certification discovery in the Action, Plaintiff obtained, through formal and informal discovery, policy documents, personnel file materials, and time and payroll records for a random sampling of the potential class. Plaintiff’s counsel worked with third party consultants to analyze these materials and conducted an investigation 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*”).

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided below, Defendant promises to pay \$1,100,000 and no more as the GSA, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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. Defendant shall pay the GSA to a Qualified Settlement Fund (“QSF”) to be established and maintained by the Administrator. The Administrator will disburse the entire GSA without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the GSA 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 Plaintiff: Subject to Court approval, the Class Representative Service Award to the Class Representative of not more than \$7,500 to Amber Palma (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service Award that does not exceed this amount. If the Court approves the Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

3.2.2. To Class Counsel: Subject to Court approval, an Attorneys’ Fees payment to Class Counsel of not more than 35% of the GSA, which is currently estimated to be \$385,000 and an Attorneys’ Expense payment to Class Counsel not to exceed \$20,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. If the Court approves an Attorneys’ Fees payment and/or an Attorneys’ Expense 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 Plaintiff’s Counsel arising from any claim to

any portion of an Attorneys' Fees payment and/or an Attorneys' Expense payment. The Administrator will pay the Attorneys' Fees payment and the Attorneys' Expense payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees payment and the Attorneys' Expense payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$23,000 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 \$23,000 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Wage and Hour 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.

3.2.5. Each Participating Background Check Class Member: An Individual Class Payment calculated by dividing the Background Check Fund of \$36,000 equally among the Participating Background Check Class Member.

3.2.5.1. Tax Allocation of Individual Class Payments. 20% of each Wage and Hour Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Wage and Hour Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Background Check Payments will be allocated as non-wages for which IRS Forms 1099 will be issued. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5.2. 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 with respect to the Wage and Hour Participating Class Members and equally with respect to the Background Check Participating Class Members.

3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ 55,000 to be paid from the Gross Settlement Amount, with 75% (\$41,250) allocated to the LWDA PAGA Payment and 25% (\$13,750) allocated to the Individual PAGA Payments.

3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% 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 Payment.

3.2.6.2. 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 Workweeks. Wage and hour class member settlement shares will be calculated pro rata based on the workweeks per class member during the class period. Workweeks shall be calculated based on the total number of hours worked by each class member during the Wage and Hour Class Period, divided by the average number of shifts in a workweek (5), divided by the average hours worked in a shift (7.51).

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted a 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 Defendant 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.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds 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 Attorneys' Fees payment, the Attorneys' Expenses payment, and the Class Representative Service Award. Disbursement of the Attorneys' Fees payment, the Attorneys' Expenses payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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. 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.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without 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.

4.4.3. 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 California Code of Civil Procedure Section 384, subd. (b). The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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. RELEASE OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences arising out of or relating to their employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release"). Plaintiff's 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, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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 Wage and Hour Class Members: All Participating Wage and Hour Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Wage and Hour Operative Complaint and ascertained in the course of the Action, including (a) any and all claims involving any alleged failure to pay lawful wages under Labor Code sections 510, 1194, 1197, and IWC Wage Orders; (b) any and all claims alleging any alleged failure to provide meal periods or compensation in lieu thereof under Labor Code sections 512, 226.7, and IWC Wage Orders; (c) any and all claims alleging any alleged failure to provide rest periods or compensation in lieu thereof under Labor Code section 226.7 and IWC Wage Orders; (d) any and all claims alleging any alleged failure to timely pay wages Under Labor Code sections 201–203, and IWC Wage Orders; (e) any and all claims alleging any alleged failure to provide accurate wage statements under Labor Code section 226 and IWC Wage Orders; and (f) any and all claims alleging any alleged failure to

comply with California Business and Professions Code sections 17200, *et seq.* based on the above-listed violation. Except as set forth in Section 5.4 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.

5.3. Release by Participating Background Check Class Members : All Background Check Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of action, known or unknown, that were alleged or that could have been alleged based on the facts alleged in the Action including all claims the Fair Credit Reporting Act, the California Investigative Consumer Reporting Agencies Act, and the California Consumer Credit Reporting Agencies Act. The Background Check Class Released Claims specifically include, without limitation: claims for: (1) Violations of the Fair Credit Reporting Act; (2) Violations of the California Investigative Consumer Reporting Agencies Act; and (3) Violations of the California Consumer. Except as set forth in Section 5.4 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.

5.4. Release by Aggrieved Employees: All Aggrieved Employees, whether or not they are Participating Class Members, 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, the PAGA Notice, and as ascertained in the course of the Action, including alleged violations of California Labor Code §§ 201–203, 210, 226, 226.7, 510, 512, 1194, 1197, 1198.

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. Plaintiff's Responsibilities. Plaintiff 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, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice.

6.2. 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.

6.3. 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, by telephone, or remote means, 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, by telephone, or remote means, 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 Wage and Hour Class Data. The data shall also include number of class members in the Background Check Class.

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 United States Postal Service ("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 Payments 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, Defendant 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 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 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, but subject to court approval. 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, but subject to court approval.

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 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 5.4 of this Agreement and will receive an Individual PAGA Payment regardless of whether they submit a timely and valid Request for Exclusion.

7.5.5. If a Class Member submits both a valid Request for Exclusion and a valid Objection, the Request for Exclusion shall control.

7.6. Challenges to Calculation of Workweeks and Pay Periods. 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, but subject to court review. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination 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 Attorneys' Fees payment, Attorneys' Expenses payment and/or Class Representative Service Award.

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 verbal 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). If a written objection is not submitted, a Participating Class Member, and/or their attorney, may still appear at the Final Approval Hearing to object.

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 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 Attorneys' Fees payment and Attorneys' Expenses payment and Class Representative Service Award, 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 but subject to court review.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is 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 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 GSA, 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. CLASS SIZE ESTIMATES. Defendant certifies that the number of workweeks for all class members from July 23, 2016, to February 29, 2024 (the data set prior to mediation), is 89,025 (the "Certified Workweek Amount"). If the Certified Workweek Amount (based on data from July 23, 2016 to February 29, 2024) is greater than 89,025, then Defendant shall adjust the data set period to ensure that the workweek total does exceed 89,025.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, 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, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its 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 as approved by the Court, Plaintiff 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, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by telephone, or other remote means, 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 Award, Attorneys' Fees payment, Attorneys' Expenses payment and/or Administration 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, the 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 Attorneys' Fees payment and Attorneys' Expenses payment 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 Award 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.

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 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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 grant Preliminary Approval, Final Approval, or enter Judgment, Defendant

reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's 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. Plaintiff, Class Counsel, Defendant, 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, Class 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 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, including without limitation the Parties' Memorandum of Understanding.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

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 and 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 Plaintiff, Class 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.

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. 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.

12.15. 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.

12.16. 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:

Isandra Fernandez
Anthony Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618

To Defendant:

Alexander M. Medina
Kyle W. Owen
MEDINA McKELVEY, LLP

925 Highland Pointe Drive, Suite 300
Roseville, California 95678

12.17. 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.

12.18. 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, pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 will be extended for the entire period of this settlement process.

BY PLAINTIFF

Dated: _____

Amber Palma

BY DEFENDANT

Volunteers of America Northern California
and Northern Nevada, Inc.

Dated: 3/14/2025 _____

DocuSigned by:
Christie Holderfegger

By: _____
Its: Christie Holderfegger
President and CEO

BY PLAINTIFF'S COUNSEL

JAMES HAWKINS APLC

Dated: _____

James R. Hawkins
Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff
Amber Palma.

BY DEFENSE COUNSEL

MEDINA McKELVEY, LLP

Dated: March 14, 2025 _____

[Signature]

Alexander M. Medina
Kyle W. Owen
Attorneys for Defendant
Volunteers of America Northern California
and Northern Nevada, Inc

925 Highland Pointe Drive, Suite 300
Roseville, California 95678

12.17. 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.

12.18. 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, pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 will be extended for the entire period of this settlement process.

BY PLAINTIFF

Dated: 3/12/2025

DocuSigned by:
Amber Palma
E6A015EDC5B2424...

BY DEFENDANT

Volunteers of America Northern California
and Northern Nevada, Inc.

Dated: _____

By: _____
Its: _____

BY PLAINTIFF'S COUNSEL

Dated: 03/12/2025

JAMES HAWKINS APLC



James R. Hawkins
Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff
Amber Palma.

BY DEFENSE COUNSEL

Dated: _____

MEDINA McKELVEY, LLP

Alexander M. Medina
Kyle W. Owen
Attorneys for Defendant
Volunteers of America Northern California
and Northern Nevada, Inc