

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jaime Collins, Brandye Houston, and Maianh Nguyen (collectively, “Plaintiffs”) and defendants Maximus Human Services, Inc., Maximus, Inc., Maximus Consulting Services, Inc., and Maximus Higher Education, Inc. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the consolidated action of Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Collins, et al. v. Maximus Human Services, Inc., et al.* initiated on May 23, 2019, and *Nguyen v. Maximus Human Services, Inc. et al.* initiated on May 29, 2019, and each pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Allegedly Aggrieved Employee” means all individuals who worked for Defendant Maximus Human Services, Inc. in California as non-exempt employees (including Plaintiff Collins) during the PAGA Period.
- 1.5. “Class” means all individuals who have worked for Defendant Maximus Human Services, Inc. in California as non-exempt employees (including Plaintiff Collins) during the Class Period, excluding those individuals who have entered agreements releasing the claims alleged by Plaintiffs.
- 1.6. “Class Counsel” means Kashif Haque, Samuel Wong, Jessica L. Campbell, Fawn Bekam, and Alex J. Valle of Aegis Law Firm, PC.; Ian Silvers of Bisnar Chase LLP; and Nicholas Ferraro of Ferraro Vega Employment Lawyers.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Pay Periods and PAGA Pay Periods.

- 1.9. “Class Member” or “Participating Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Allegedly Aggrieved Employee).
- 1.10. “Class Member Address Search” Means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Pay Period” means any Pay Period during which a Class Member worked for Defendant Maximus Human Services, Inc. for at least one day during the Class Period.
- 1.13. “Class Period” means the period from May 23, 2015 to December 31, 2018.
- 1.14. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means Maximus Human Services, Inc., Maximus, Inc., Maximus Consulting Services, Inc., and Maximus Higher Education, Inc.
- 1.18. “Defense Counsel” means Michael S. Kun and Kevin D. Sullivan of Epstein Becker & Green, P.C.
- 1.19. “Effective Date” means the date by when the following have occurred: (a) if no objection to the Settlement is made and no individual moves to intervene in the Action and/or vacate the judgment or final approval order, the settlement shall become final on the 61st day after notice of entry of judgment is served on all parties and the LWDA, such that no appeal could timely be filed. If there is no appeal filed, Defendants shall fund the Settlement no later than fifteen (15) days after the Settlement becomes final. If an appeal is filed, Defendants shall fund the Settlement no later than thirty (30) days after the date of remittitur affirming the judgment, in whole or in material part, and no longer subject to appeal.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means \$272,234.37 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator’s Expenses. Defendant Maximus Human Services, Inc’s share of the payroll taxes shall be paid separate and in addition to the Gross Settlement Amount.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods worked during the Class Period
- 1.25. “Individual PAGA Payment” means the Allegedly Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant Maximus Human Services, Inc. for at least one day

during the PAGA Period.

- 1.32. “PAGA Period” means the period from March 18, 2018 to December 31, 2018.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notices” means (i) Plaintiff Nguyen’s May 28, 2019 letter to Defendants and the LWDA, (ii) Plaintiff Collins’ March 18, 2019 PAGA letter to Defendants and the LWDA and its amendments on June 21, 2019 adding Plaintiff Houston’s allegations, and (iii) the supplemental PAGA letter to Defendants and the LWDA to be sent by Plaintiffs on or after the filing of the Motion for Preliminary Approval, which together provided notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees \$6,250 and the 75% to the LWDA \$18,750 in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means Jaime Collins, Brandye Houston, and Maianh Nguyen, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.42. “Released Parties” means: Defendant Maximus Human Services, Inc. and its subsidiaries and/or parent corporations, predecessors and successors, as well as its divisions, affiliates (including but not limited to Maximus, Inc., Maximus Consulting Services, Inc., and Maximus Higher Education, Inc.), past and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, private investigators, and each and all of the foregoing persons’ heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them.

- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Allegedly 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 resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. Plaintiffs Collins and Houston’s counsel provided written notice to the LWDA and Defendants regarding Defendants’ alleged Labor Code violations, as required by Lab. Code § 2699.3(a), on March 18, 2019. On May 23, 2019, Plaintiffs Collins and Houston filed a putative class action against Defendants in Los Angeles County Superior Court on behalf of Defendants’ non-exempt employees alleging failure to pay minimum and overtime wages, provide meal periods, permit rest periods, provide accurate wages statements, pay all wages due upon separation, and for penalties under PAGA.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Nguyen and Plaintiff Collins gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.3. On May 29, 2019, Plaintiff Nguyen filed a putative class action against Defendant alleging the same claims as Plaintiffs Houston and Collins. On August 5, 2019, Plaintiff Nguyen filed a First Amended Complaint adding a cause of action for enforcement of Labor Code § 2698 *et seq* (“PAGA”).
- 2.4. On August 26, 2019, the Orange County Superior Court ordered Plaintiff Nguyen to transfer her action to the Los Angeles County Superior Court to be consolidated with Plaintiff Collins and Houston’s action. Thereafter, Plaintiff Collins’ action became the lead case.
- 2.5. On October 15, 2019, Plaintiff Collins, Plaintiff Houston, and Plaintiff Nguyen filed the Consolidated Complaint. Plaintiffs filed the First Amended Class Action Complaint (the “Operative Complaint”).
- 2.6. Defendants deny the allegations in the pleadings, deny any failure to comply with the laws identified in the pleadings and deny any and all liability for the causes of action alleged.

- 2.7. On March 3, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman. A full day of mediating and several negotiations following the mediation led to this Agreement to settle the Action.
- 2.8. Prior to mediation, Plaintiffs obtained through formal discovery: handbooks and policy documents, and Class Member timekeeping and pay records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. The Court has not granted class certification.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$272,234.37 and no more (except employer-side payroll taxes which shall be paid separately) as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$22,500 (\$7,500 to each of Plaintiff Collins, Plaintiff Houston, and Plaintiff Nguyen), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$96,250 and a Class Counsel Litigation Expenses Payment of not more than \$51,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responses and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,500.00 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 \$11,500 the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Pay Periods.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims as ten percent for interest and sixty-five percent for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 75% \$18,750

allocated to the LWDA PAGA Payment and 25% \$6,250 allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties \$6,250 by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6. 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 Pay Periods and Allegedly Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant Maximus Human Services, Inc. estimates there were approximately 8,699 Class Pay Periods collectively worked by the Class Members during the Class Period (excluding Plaintiff Collins who Plaintiffs contend was misclassified as an exempt employee).

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in 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. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds and the share of employer-side payroll taxes due to the Administrator no later than fifteen (15) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants 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 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment 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 Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 Allegedly Aggrieved Employees including Non-Participating Class Members who qualify as Allegedly 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 State 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).

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

5. [section intentionally omitted]

6. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount (which is exclusive of all employer payroll taxes owed on the Wage Portion of the Individual Class Payments), Plaintiffs, Class Members, and Class

Counsel will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 6.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

Plaintiffs each agree to a general release of all claims against the Released Parties, including a waiver of rights under California Civil Code section 1542, which provides as follows:

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.

6.2. Release by Participating Class Members:

Upon notice of entry of final judgment and funding of the settlement, the Released Parties shall be entitled to, and each Class Member not filing a timely exclusion shall be deemed to have given, a release of the following claims for the Class Period: any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, losses, attorneys' fees, and costs, alleged in any of the pleadings in the Action or alleged in Collins and Nguyen's original LWDA notices and forthcoming supplemental notice to the LWDA and that could have been asserted in this Action based on the facts alleged in the Action or the LWDA notices, including: (a) any alleged failure by Defendants (1) to pay overtime and double time wages, including based on the alleged failures to properly compensate for (i) time worked purportedly off the clock, (ii) time worked purportedly rounded to employees' detriment, and (iii) overtime and double time that did not take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay for such regular, overtime or double time hours; (2) to provide compliant meal periods or compensation in lieu thereof; (3) to provide compliant rest periods or compensation in lieu thereof; (4) to pay minimum wages, including based on the alleged failures to properly compensate for time worked

purportedly off the clock or rounded to employees' detriment; (5) to pay sick pay compensation at the correct rates based on the alleged failure to take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay under the Healthy Workplace Healthy Family Act ("HWHFA"); (6) to timely pay wages during or at the end of employment as a result of the violations alleged in (a)(1)–(5); and (7) to provide compliant wages statements as a result of the violations alleged in (a)(1)–(5); (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(5) above; and (c) any violation of the California Labor Code or other state or federal statute, rule or regulation that could have been asserted in this Action based on the facts alleged in the complaint and addressed in (a)(1) through (a)(7) above, including violation of California Labor Code sections 201–204, 210, 226, 226.3, 226.7, 246, 246.5, 510, 512, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, any and all corresponding claims that could have been brought under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. sections 201, *et seq.* based on the facts alleged in the complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out release of California state law claims was *res judicata* against FLSA claims "which were direct federal law counterparts to the state law claims settled"); *accord Richardson v. Wells Fargo Bank, N.A.*, 839 F.3d 442, 451–52 (5th Cir. 2016) (plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims). Per the requirements of FLSA, the release of FLSA claims shall apply only to those Class members who cash their check under this Settlement. This does not include non-wage and hour claims, such as those for wrongful termination, discrimination, harassment, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period.

Except for Plaintiff Collins whom Plaintiffs contend was misclassified as an exempt employee, the Released Class Claims shall not include any claims of misclassification by exempt employees against Defendants.

6.3. Release by Allegedly Aggrieved Employees:

Upon notice of entry of final judgment and funding of the settlement, Released Parties shall be entitled to, and each Allegedly Aggrieved Employee and the LWDA shall be deemed to have given, a release of the following claims for the PAGA Period: any and all rights or claims for civil penalties, attorneys' fees, and costs pursuant to PAGA, California Labor Code sections 2698, *et seq.*, arising under the California Labor Code or Wage Orders alleged in any of the pleadings in the Action or alleged in Collins and Nguyen's original LWDA notices and forthcoming supplemental notice to the LWDA and that could have been asserted in this action based on the facts alleged in this Action or the LWDA notices, including: (a) any alleged failure by Defendants (1) to pay overtime and double time wages, including based on the alleged failures to properly compensate for (i) time worked purportedly off the clock, (ii) time worked purportedly rounded to employees' detriment, and (iii) overtime and double time that did not take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay for such regular, overtime or double time hours; (2)

to provide compliant meal periods or compensation in lieu thereof; (3) to provide compliant rest periods or compensation in lieu thereof; (4) to pay minimum wages, including based on the alleged failures to properly compensate for time worked purportedly off the clock or rounded to employees' detriment; (5) to pay sick pay compensation at the correct rates based on the alleged failure to take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay under the HWHFA; (6) to timely pay wages during or at the end of employment as a result of the violations alleged in (a)(1)–(5); and (7) to provide compliant wage statements as a result of the violations alleged in (a)(1)–(6).

Except for Plaintiff Collins whom Plaintiffs contend was misclassified as an exempt employee, the Released PAGA Claims shall not include any claims by exempt employees of misclassification against Defendants.

7. 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.

- 7.1. Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications

made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

Before Plaintiffs file the Motion for Preliminary Approval, the Parties shall stipulate to Plaintiffs filing a First Amended Consolidated Complaint to add an additional cause of action under the HWHFA and to base the PAGA claim, in part, on alleged violations of the HWHFA. Defendants shall not be required to respond to this pleading. Plaintiffs shall also submit a supplemental notice to the LWDA in accordance with Labor Code section 2699.3, subdivision (a)(1)(A) to identify all facts and theories that have been alleged in the Action, including but not limited to those facts and theories proffered by Plaintiffs informally in advance of mediation, including that employees were not paid sick pay compensation at the correct rates based on the alleged failure to take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay under the HWHFA.

In accordance with California Rules of Court, rule 3.770, Plaintiffs shall file a request for dismissal of their proposed class and PAGA claims on behalf of (i) exempt employees of Defendants (other than Collins who Plaintiffs allege was misclassified as exempt); and (ii) non-exempt employees of Maximus, Inc., Maximus Consulting Services, Inc., and Maximus Higher Education, Inc.

- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Parties agree not to object to any Court filings consistent with this Agreement, and litigation will be stayed for all purposes except for the purpose of effectuating this Agreement through preliminary and final approval by the Court.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. 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.
- 8.3. 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.
- 8.4. Notice to Class Members.
- 8.4.1. 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, and Pay Periods in the Class Data.
- 8.4.2. 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 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Pay Periods 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.
- 8.4.3. 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.
- 8.4.4. The deadlines for Class Members’ written objections, Challenges to Class Pay Periods 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.

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

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. 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.

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

8.5.3. 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 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. 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

notice of entry of the Judgment, Non-Participating Class Members who are Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5. Plaintiffs shall not submit a Request for Exclusion.

8.6. Challenges to Calculation of Class 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 Pay Periods 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 Class Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Pay Periods and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

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

8.7.2. 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).

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

8.8. 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.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to

Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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.

- 8.8.2. 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).
- 8.8.3. 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 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.
- 8.8.4. 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 Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the 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.

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

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on their records, Defendants estimate that, as of the date of this Settlement Agreement (except for Plaintiff Collins whom Plaintiffs contend was misclassified as an exempt employee), there are 8,699 Total Class Pay Periods during the Class Period. If the number of Total Class Pay Periods during the Class Period exceeds 8,699 by more than 10% the Gross Settlement Amount will increase pro rata per additional Class Pay Periods, or Defendants may, in their sole discretion, void this Agreement. However, Defendant Maximus Human Services, Inc. will remain responsible for paying all Settlement Administration Expenses incurred to that point.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants 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.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. 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.

- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment 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.

12. 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.

13. ADDITIONAL PROVISIONS.

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and 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).
- 13.2. Confidentiality Prior to Preliminary Approval. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel shall publicize the settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel shall issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiffs, Class Counsel, Defendants, or Defense Counsel receives an inquiry about the settlement from the media, they may respond only after the motion or preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosure. This provision shall also not prohibit Class Counsel from responding to specific questions from Class Members. Additionally, following Preliminary Approval of the Settlement, Class Counsel may list the settlement on its website, as long as the disclosure does not identify Defendants by name. This provision shall also not prohibit Class Counsel from listing the instant action in support of a motion for class certification or a motion for appointment as class counsel/PAGA representative counsel or motion for attorneys' fees. Nothing herein shall be interpreted as preventing any good-faith communications by Plaintiffs, Class Counsel, Defendants, or Defense Counsel with the Court, the Class Members, or the Administrator.
- 13.3. 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.

- 13.4. 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. 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.
- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.

- 13.13. 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.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court’s discharge of the Administrator’s obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15. 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.
- 13.16. 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.
- 13.17. 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 Plaintiffs: Plaintiff Nguyen:
Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
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Fawn Bekam
fbekam@aegislawfirm.com
Alex J. Valle
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9811 Irvine Center Drive, Suite 100
Irvine, California 92618

Plaintiffs Collins and Houston:
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Nicholas J. Ferraro

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Bisnar Chase LLP
Ian Silvers
isilvers@bisnarchase.com
1301 Dove Street, Suite 120
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To Defendants: Epstein Becker & Green, P.C.
Michael S. Kun
MKun@ebglaw.com
Kevin Sullivan
KSullivan@ebglaw.com
1925 Century Park East, Suite 500
Los Angeles, California 90067-2506

13.18. 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. 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.

Date: 11/05/2023

PLAINTIFF MAIANH NGUYEN


Maianh Nguyen (Nov 5, 2023 12:31 PST)

Maianh Nguyen

Date: _____

PLAINTIFF JAIME COLLINS

Jaime Collins

Date: _____

PLAINTIFF BRANDYE HOUSTON

nick@ferrarovega.com
3160 Camino del Rio South, Suite 308
San Diego, California 92108

Bisnar Chase LLP
Ian Silvers
isilvers@bisnarchase.com
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Newport Beach, CA 92660-2491

To Defendants: Epstein Becker & Green, P.C.
Michael S. Kun
MKun@ebglaw.com
Kevin Sullivan
KSullivan@ebglaw.com
1925 Century Park East, Suite 500
Los Angeles, California 90067-2506

13.18. 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. 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.

Date: _____

PLAINTIFF MAIANH NGUYEN

Maianh Nguyen

Date: Nov 6, 2023

PLAINTIFF JAIME COLLINS

Jaime Collins

Jaime Collins

Date: Nov 6, 2023

PLAINTIFF BRANDYE HOUSTON

Brandy Houston

Brandy Houston

Date: August 22, 2023

DEFENDANTS MAXIMUS HUMAN SERVICES, INC., MAXIMUS, INC., MAXIMUS CONSULTING SERVICES, INC., and MAXIMUS HIGHER EDUCATION, INC.

By: David Francis, authorized signatory

Date: _____

AEGIS LAW FIRM, PC

Samuel Wong
Kashif Haque
Jessica Campbell
Fawn Bekam
Alex Valle
Attorneys for Plaintiff Maianh Nguyen

Date: Nov 6, 2023

BISNAR CHASE LLP
FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

Nicholas J. Ferraro

Brian D. Chase
Ian M. Silvers
Nicholas Ferraro
Attorneys for Plaintiffs Jaime Collins and
Brandy Houston

Date: _____

EPSTEIN BECKER & GREEN, P.C.

Brandye Houston


Date: August 22, 2023

DEFENDANTS MAXIMUS HUMAN SERVICES, INC., MAXIMUS, INC., MAXIMUS CONSULTING SERVICES, INC., and MAXIMUS HIGHER EDUCATION, INC.

By: David Francis, authorized signatory

Date: 11/05/2023

AEGIS LAW FIRM, PC



Samuel Wong
Kashif Haque
Jessica Campbell
Fawn Bekam
Alex Valle
Attorneys for Plaintiff Maianh Nguyen

Date: _____

BISNAR CHASE LLP
FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

Brian D. Chase
Ian M. Silvers
Nicholas Ferraro
Attorneys for Plaintiffs Jaime Collins and
Brandye Houston

Date: _____

PLAINTIFF BRANDYE HOUSTON

Brandy Houston

Date: November 6, 2023

DEFENDANTS MAXIMUS HUMAN SERVICES, INC., MAXIMUS, INC., MAXIMUS CONSULTING SERVICES, INC., and MAXIMUS HIGHER EDUCATION, INC.

John T. Martinez

By: John T. Martinez, authorized signatory

Date: _____

AEGIS LAW FIRM, PC

Samuel Wong
Kashif Haque
Jessica Campbell
Fawn Bekam
Alex Valle
Attorneys for Plaintiff Maianh Nguyen

Date: _____

BISNAR CHASE LLP
FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

Brian D. Chase
Ian M. Silvers
Nicholas Ferraro
Attorneys for Plaintiffs Jaime Collins and
Brandy Houston

Date: November 6, 2023

EPSTEIN BECKER & GREEN, P.C.

A handwritten signature in blue ink, appearing to be a cursive representation of the names Michael S. Kun and Kevin D. Sullivan, written over a horizontal line.

Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendants

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

Collins, et al. v. Maximus Human Services, Inc., et al., Los Angeles County Superior Court case numbers 19STCV17916 and 19STCV34596

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Maximus Human Services, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former employees Jamie Collins, Brandye Houston, and Maianh Nguyen (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant at any time from May 23, 2015 to December 31, 2018 (the “Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant at any time from March 18, 2018 to December 31, 2018 (the “PAGA Period”) (“Allegedly Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ pay periods** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Allegedly Aggrieved Employees and the Allegedly Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or</p>

Written Objections Must be Submitted by _____	Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay wages and wages due upon termination, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on these claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Kashif Haque, Samuel Wong, Jessica L. Campbell, Fawn Bekam, and Alex J. Valle of Aegis Law Firm, PC.; Ian Silvers of Bisnar Chase LLP; and Nicholas Ferraro of Ferraro Vega Employment Lawyers (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s

Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$272,234.37.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court becomes final. The Judgment will be final 61 days after notice of the Court's entry of Judgment, or a later date if any Participating Class Member or the LWDA objects to the proposed Settlement and the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$96,250, before any escalator clause, (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$51,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$22,500 (\$7,500 each for Plaintiff Collins, Houston, and Nguyen) as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$11,500 to the Administrator for services administering the Settlement.
 - D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Allegedly Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (the “Wage Portion”), 10% for interest and 65% for penalties (the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies shall be paid to the California State Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against

Defendant.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon notice of entry of final judgment and funding of the settlement, the Released Parties shall be entitled to, and each Class Member not filing a timely exclusion shall be deemed to have given, a release of the following claims for the Class Period: any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, losses, attorneys’ fees, and costs, alleged in any of the pleadings in the Action or alleged in Collins and Nguyen’s original LWDA notices and forthcoming supplemental notice to the LWDA and that could have been asserted in this Action based on the facts alleged in the Action or the LWDA notices, including: (a) any alleged failure by Defendants (1) to pay overtime and double time wages, including based on the alleged failures to properly compensate for (i) time worked purportedly off the clock, (ii) time worked purportedly rounded to employees’ detriment, and (iii) overtime and double time that did not take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay for such regular, overtime or double time hours; (2) to provide compliant meal periods or compensation in lieu thereof; (3) to provide compliant rest periods or compensation in lieu thereof; (4) to pay minimum wages, including based on the alleged failures to properly compensate for time worked purportedly off the clock or rounded to employees’ detriment; (5) to pay sick pay compensation at the correct rates based on the alleged failure to take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay under the Healthy Workplace Healthy Family Act (“HWHFA”); (6) to timely pay wages during or at the end of employment as a result of the violations alleged in (a)(1)–(5); and (7) to provide compliant wages statements as a result of the violations alleged in (a)(1)–(5); (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(5) above; and

(c) any violation of the California Labor Code or other state or federal statute, rule or regulation that could have been asserted in this Action based on the facts alleged in the complaint and addressed in (a)(1) through (a)(7) above, including violation of California Labor Code sections 201–204, 210, 226, 226.3, 226.7, 246, 246.5, 510, 512, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, any and all corresponding claims that could have been brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. sections 201, et seq. based on the facts alleged in the complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out release of California state law claims was *res judicata* against FLSA claims “which were direct federal law counterparts to the state law claims settled”); *accord Richardson v. Wells Fargo Bank, N.A.*, 839 F.3d 442, 451–52 (5th Cir. 2016) (plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims). Per the requirements of FLSA, the release of FLSA claims shall apply only to those Class members who cash their check under this Settlement. This does not include non-wage and hour claims, such as those for wrongful termination, discrimination, harassment, unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period.

Except for Plaintiff Collins whom Plaintiffs contend was misclassified as an exempt employee, the Released Class Claims shall not include any claims of misclassification by exempt employees against Defendants.

10. Allegedly Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all Allegedly Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts allege in the Action and resolved by this Settlement.

The Allegedly Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

Upon notice of entry of final judgment and funding of the settlement, Released Parties shall be entitled to, and each Allegedly Aggrieved Employee and the LWDA shall be deemed to have given, a release of the following claims for the PAGA Period: any and all rights or claims for civil penalties, attorneys’ fees, and costs pursuant to PAGA, California Labor Code sections 2698, et seq., arising under the California Labor Code or Wage Orders alleged in any of the pleadings in the Action or alleged in Collins and Nguyen’s original LWDA notices and forthcoming supplemental notice to the LWDA and that could have been asserted in this action based on the facts alleged in this Action or the LWDA notices, including: (a) any alleged failure by Defendants (1) to pay overtime and double time wages, including

based on the alleged failures to properly compensate for (i) time worked purportedly off the clock, (ii) time worked purportedly rounded to employees' detriment, and (iii) overtime and double time that did not take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay for such regular, overtime or double time hours; (2) to provide compliant meal periods or compensation in lieu thereof; (3) to provide compliant rest periods or compensation in lieu thereof; (4) to pay minimum wages, including based on the alleged failures to properly compensate for time worked purportedly off the clock or rounded to employees' detriment; (5) to pay sick pay compensation at the correct rates based on the alleged failure to take into account the value of any nondiscretionary, non-hourly compensation into the calculation of the regular rate of pay under the HWHFA; (6) to timely pay wages during or at the end of employment as a result of the violations alleged in (a)(1)–(5); and (7) to provide compliant wage statements as a result of the violations alleged in (a)(1)–(6).

Except for Plaintiff Collins whom Plaintiffs contend was misclassified as an exempt employee, the Released PAGA Claims shall not include any claims of misclassification by exempt employees against Defendants.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250 by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Allegedly Aggrieved Employee.
3. Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Allegedly Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Allegedly Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Collins v. Maximus and include your identifying information (full name, address, telephone number, approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website <https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CI>
V

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what

you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Collins v. Maximus and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 19STCV17916. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Firm: Aegis Law Firm, PC

Name of Attorneys: Kashif Haque, Samuel Wong, Jessica L. Campbell, Fawn Bekam, and Alex J. Valle

Email Address: avalle@aegislawfirm.com

Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618
Telephone: (949) 379-6250

Name of Firm: Ferraro Vega Employment Lawyers
Name of Attorney: Nicholas J. Ferraro
Email Address: nick@ferrarovega.com
Mailing Address: 31 Camino del Rio South, Suite 308, San Diego, CA 92108
Telephone: (619) 693-7727

Name of Firm: Bisnar Chase LLP
Name of Attorney: Ian Silvers
Email Address: isilvers@bisnarchase.com
Mailing Address: 1301 Dove Street, Suite 120, Newport Beach, CA 92660-2491
Telephone: (949) 752-2999

Settlement Administrator:
Name of Company: CPT Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.