

CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE

**SHARON BRITT *et al.* on behalf of themselves and all other similarly
situated,**

v.

Southern California Edison Company

IT IS HEREBY STIPULATED AND AGREED that the Parties to this Settlement Agreement are: (1) Southern California Edison Company (“Edison” or “Defendant”) and (2) Plaintiff Jade Ball (“Ball”) (“Named Plaintiff¹”). This Settlement Agreement resolves class, collective, and representative claims brought in *Britt, et al. v. Southern California Edison*, Case No. 2:20-cv-08023-FMO-(ASx) (the “Lawsuit”). Collectively, Plaintiff and Edison are known as the “Parties” of this Lawsuit.

Subject to the approval of the Court, the settlement of this Lawsuit (as defined above) and Released Claims (as defined below) shall be effectuated upon and subject to the following terms and conditions. The Parties agree that the Lawsuit shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement Agreement and for the consideration set forth herein, including but not limited to a release of claims by Participating Class Members (as defined below) as set forth herein.

I. FACTUAL BACKGROUND AND NATURE OF ACTION

1. On September 2, 2020, Sharon Britt filed a complaint in the United States District Court, Central District of California, Case No. 2:20-cv-08023-FMO-ASx in which she alleged the following causes of action in a collective action under the FLSA: (1) Failure to Pay Overtime Wages in Violation of 29 U.S.C. § 207 and (2) Failure to Pay Minimum Wages in Violation of 29 U.S.C. § 206. The September 2, 2020 Complaint was never served on Defendant.

2. On September 2, 2020, Sharon Britt and Andre Wall filed a Notice with the Labor & Workforce Development Agency (“LWDA”) under the California Private Attorneys General Act (“PAGA”) (Cal. Lab. Code § 2699.3) for alleged violations of the California Labor Code including: (1) Unlawful failure to pay all earned wages through Cal. Labor Code §§ 510, 1194, 204(a) and the applicable IWC Wage Order, (2) Unlawful failure to pay overtime through Cal. Labor Code §§ 201-203, 510, 1194, 558 and applicable IWC Wage Order, (3) Unlawful failure to pay minimum wage through Cal. Labor Code §§ 1194, 1197, 1197.1, 558, 201-203 and the applicable IWC Wage Order, (4) Unlawful failure to provide uninterrupted off-duty meal periods through Cal. Labor Code §§ 226.7, 512, 201-203, 226.7(b), 512, 558 and the applicable IWC Wage Order, (5) Unlawful failure to provide uninterrupted off-duty rest periods through Cal. Labor Code §§ 201-203, 226.7, 226.7, 512 and the applicable IWC Wage Order, (6) Unlawful failure to

¹ Sharon Britt, Andre Wall, and Joshua Blalock have agreed to settle their respective claims against Defendant on an individual basis.

reimburse business expenses through Cal. Labor Code §§ 2802 and 558; (7) Unlawful failure to furnish wage statements through Cal. Labor Code §§ 226(a) and 226.3; (8) Failure to provide sick pay through Cal. Labor Code § 246, 246(b)(1); and (9) Unlawful failure to pay final wages/vacation wages through Cal. Labor Code §§ 201-203 and 227.3.

3. On November 9, 2020, Sharon Britt filed a First Amended Complaint (“FAC”) adding nine causes of action under Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and a cause of action requesting PAGA penalties, as well as a “California Class” along with a subclass of the “California Class” who separated their employment from Defendant from April 6, 2017 until the entry of judgment. The added causes of action included: (1) Failure to pay minimum wages in violation of Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197 and IWC Wage Order § 3; (2) Failure to pay overtime wages in violation of Cal. Labor Code §§ 510, 1194, and 1198 and IWC Wage Order; (3) Failure to timely pay all earned wages in violation of Cal. Labor Code §§ 204, 210 and IWC Wage Order; (4) Failure to provide meal periods in violation of Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order; (5) Failure to permit rest breaks in violation of Cal. Labor Code §§ 226.7 and IWC Wage Order; (6) Failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226 and IWC Wage Order; (7) Failure to pay all wages due upon separation of employment and within the required time in violation of Cal. Labor Code §§ 201-203 and IWC Wage Order; (8) Failure to reimburse all business expenses in violation of Cal. Labor Code §§ 2800 and 2802; (9) Violation of Business and Professions Code §§ 17200, *et seq.*, and (10) Enforcement of Labor Code § 2698 *et seq.*

4. On April 23, 2021, Sharon Britt and Andre Wall, along with Joshua Blalock and Plaintiff Ball, filed an Amended PAGA Notice with the LWDA which added additional allegations to their claims of violations.

5. On May 13, 2021, Sharon Britt, Andre Wall, Joshua Blalock, and Plaintiff Ball filed a second Amended PAGA Notice with the LWDA to add a claim under Cal. Labor Code section 1174 for unlawful failure to furnish wage statements and keep accurate records.

6. On June 25, 2021, a Second Amended Complaint (“SAC”) was filed for violations of the California Labor Code, Fair Labor Standards Act, and Industrial Welfare Commission Wage Order after receiving leave from the Court. The SAC added Andre Wall, Joshua Blalock, and Plaintiff Ball as named plaintiffs and added additional factual allegations.

7. On July 30, 2021, after a stipulation by the Parties and the Court granting leave, a Third Amended Complaint (“TAC”) was filed for violations of the California Labor Code, Fair Labor Standards Act, and Industrial Welfare Commission Wage Order, including the following causes of action:: (1) Failure to pay minimum wages (FLSA); (2) Failure to pay overtime wages (FLSA); (3) Failure to pay minimum wages; (4) Failure to pay overtime wages; (5) Failure to timely pay all earned wages; (6) Failure to provide meal periods; (7) Failure to permit rest breaks; (8) Failure to provide accurate itemized wage statements; (9) Failure to pay all wages due upon separation of employment and within the required time; (10) Failure to reimburse all business expenses; (11) Violation of Business and Professions Code section 17200, *et seq.*; and (12) Enforcement of Cal. Labor Code section 2698 *et seq.* (“PAGA”).

8. The TAC alleges that common evidence will establish that Edison employees were subjected to unlawful wage practices, rendering the Lawsuit amenable to a class, collective, and representative trial.

9. Edison categorically denies all of the above-mentioned assertions and allegations raised in and in support of the claims in this Lawsuit. Edison’s Motion to Dismiss certain claims was pending when the Parties reached this settlement.

10. The Parties engaged in significant discovery and exchange of information, data, and documents in the Lawsuit including extensive written discovery, production of documents and multiple depositions.

11. On August 11, 2021, after months of engaging in both formal and informal discovery, motion practice, and extensive litigation, the Parties attended a full-day mediation session with Gig Kyriacou, Esq., an experienced wage and hour class action and collective-action mediator. The Parties were unable to reach an agreement during the day of the mediation. However, the Parties agreed to entertain a Mediator’s Proposal from Mr. Kyriacou.

12. On August 23, 2021, the Parties accepted the Mediator’s Proposal, reaching agreement on the terms of a collective, class-wide, and representative settlement, that, once approved by the Court, shall resolve the various released claims specified herein in their entirety, and shall settle all such claims from the beginning of the relevant time period through the date of preliminary approval or November 23, 2021, whichever is sooner. The Parties intend this

Settlement Agreement to bind all Participating Class Members, which necessarily includes Plaintiff Ball.²

13. It is the desire and intention of the Parties that this Settlement Agreement shall, fully, finally, and forever completely settle, compromise, release, and discharge any and all of Plaintiff Ball's Released Claims (as defined below).

14. It is the desire and intention of the Parties that this Settlement Agreement shall, for each Opt-In Plaintiff (defined below), fully, finally, and forever completely settle, compromise, release, and discharge any and all FLSA Released Claims (as defined below).

15. It is the desire and intention of the Parties that this Settlement Agreement shall, for each Participating Class Member, fully, finally, and forever completely settle, compromise, release, and discharge any and all California Released Claims (as defined below).

16. It is the desire and intention of the Parties that this Settlement Agreement shall, for the State of California and each Settlement Class member who worked for Edison in California during the PAGA Period (as defined below), fully, finally, and forever completely settle, compromise, release, and discharge any and all PAGA Released Claims (as defined below).

17. Class Counsel has conducted a thorough investigation of the claims that have been alleged against Defendant in this Lawsuit and/or that relate to or could have arisen out of the same facts alleged in the Lawsuit. Based on their independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration of and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of Plaintiff Ball and all members of the Settlement Class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, and numerous potential certification and appellate issues.

II. DEFINITIONS

1. “CAFA Notice” refers to the notice to be sent by Defendant to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715(b).

² The Parties agreed that Plaintiffs Britt, Wall, and Blalock will release their claims on an individual basis, that they will not pursue claims on behalf of union represented employees on a class or collective basis, and that they will request dismissal of their claims on behalf of union-represented employees without prejudice in connection with their individual settlements.

2. **“Settlement Class”** means any current or former non-union represented, non-exempt employee of Defendant who worked for Defendant in California during the Class Period.

3. **“California Released Claims”** means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities alleged in the Complaint, or which could have been alleged based on the factual allegations in the Complaint, including claims for: failure to pay wages for all time worked, unpaid wages, liquidated damages, interest, minimum wages, overtime, miscalculated wages and overtime, improper deduction(s), late payment of wages, meal and rest period premium pay, incremental time pay, sick pay, vacation pay, meal and rest periods, failure to reimburse expenses incurred, failure to keep accurate and complete payroll records. The above-defined scope of California Released Claims is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. California Released Claims also include claims for attorneys’ fees, costs and expenses related to the Lawsuit. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

4. **“Class Period”** means the period beginning April 6, 2016 and ending on or November 23, 2021.

5. **“Class Counsel”** means Jonathan M. Lebe and Annaliz Loera of Lebe Law, APLC and Paul K. Haines, Tuvia Korobkin, and Neil M. Larsen of Haines Law Group, APC.

6. **“Agreement” or “Settlement” or “Settlement Agreement”** means this Class, Collective, and Representative Action Settlement Agreement and Release.

7. **“Complaint”** refers to the Complaint filed in this Lawsuit on September 2, 2020, the FAC filed on November 9, 2020, the SAC filed on June 25, 2021, and the TAC filed on July 30, 2021, and any subsequently amended complaint filed in this Lawsuit.

8. **“Court”** means the United States District Court, Central District of California.

9. **“Covered Position”** means a non-union represented, non-exempt position an employee worked for Defendant from September 2, 2017 to November 23, 2021.

10. **“Defendant’s Counsel”** means Robert S. Blumberg, Demery Ryan, and Alexandra Bernstein of Littler Mendelson, P.C.

11. **“Effective Date”** means the date by which all of the following have occurred: (a) the Court has entered an order granting preliminary approval and final approval of the Settlement Agreement; and (b) the time for appeal from the Court’s Final Approval Order and Judgment has

expired (with no appeal having been filed); or (c) in the event any appeal is filed, the date the appeal is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should preliminary or final approval not be granted, or any appeal not result in approval of the Parties' Settlement Agreement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions prior to the acceptance of the Mediator's Proposal.

12. **"Employer Taxes"** means and refers to the employer's share of corporate federal, state, and/or local payroll taxes, including Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes and employment training taxes, that is owed on settlement payments that constitutes wages, and if applicable, any portion of the Service Award that constitutes wages.

13. **"Final Approval Order"** means the final Court order entered in accordance with the terms of this Settlement Agreement, granting final approval of this Settlement Agreement and under the specific terms requested and entering judgment in accordance therewith, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement Agreement.

14. **"FLSA Opt-In Deadline"** means the Response Deadline. *See, infra*, II.32 ("Response Deadline" means the date that is sixty (60) calendar days from the date of initial mailing of the Notice Packet).

15. **"Opt-In Plaintiff"** means each Participating Class Member who submits a completed FLSA Opt-In Form by the FLSA Opt-In Deadline. Any Participating Class Member who submits a timely FLSA Opt-In Form online or by mail shall be deemed an "Opt-In Plaintiff" and will be deemed to have opted in to the FLSA release in this action and to have released the FLSA Released Claims.

16. **"FLSA Released Claims"** means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, that were pled in the Complaint, including, claims for unpaid wages, timely payment of wages, failure to pay minimum wages, unpaid overtime, or which could have been asserted under the FLSA, based upon the facts alleged in the Complaint against the Released Parties, arising during the FLSA Settlement Period.

17. **“FLSA Settlement Period”** means the period beginning September 2, 2017 and November 23, 2021.

18. **“FLSA Settlement Amount”** means that portion of the Net Settlement Amount attributed to FLSA Released Claims and distributed to Opt-In Plaintiffs.

19. **“Lawsuit”** means the class, collective, and representative action as set forth in the operative Complaint in *Britt, et al. v. Southern California Edison Company*, United States District Court, Central District of California, Case No. 2:20-cv-08023-FMO-ASx.

20. **“Maximum Gross Settlement Amount”** means Three Million Two Hundred Twenty-Two Thousand Five Hundred Dollars and No Cents (\$3,222,500.00) subject to the terms and conditions herein. The Maximum Settlement Amount is inclusive of (1) payments to the Settlement Class members; (2) Class Counsel’s attorney fees, not to exceed 25% of the Maximum Gross Settlement Amount (currently estimated at Eight Hundred Five Thousand Six Hundred Twenty-Five Dollars and No Cents (\$805,625.00)); (3) Class Counsel’s costs and expenses related to this Lawsuit currently estimated at Forty-Five Thousand Dollars (\$45,000.00); (4) all fees, costs, and expenses associated with a mutually agreed upon Settlement Administrator to administer the settlement currently estimated at Fifty Thousand Dollars (\$50,000.00); (6) Plaintiff Ball’s requested Class Representative Service Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (subject to Court approval), and (7) Payment to the LWDA in the amount of Seventy Five Thousand Dollars (\$75,000.00). Under no circumstances shall Edison be obligated to pay any more than Three Million Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$3,222,500.00), inclusive of the specific amounts agreed upon by the Parties as set forth in this Settlement Agreement, except that Edison is required to pay the Employer Taxes in addition to the Maximum Gross Settlement Amount, as set forth herein, related to wage payments to Participating Class Members.

21. **“Named Plaintiff”** means Plaintiff Jade Ball.

22. **“Named Plaintiff’s Released Claims”** means the Named Plaintiff’s release, remise, and forever discharge the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action, obligations, and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which she ever had or now has against the Released Parties arising or accruing at any time before the date this Settlement Agreement is executed by Named Plaintiff, which include but are not limited to all the claims and causes of

action asserted in the Complaint and this Lawsuit, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, which include, but are not limited to any applicable wage and hour state law claims and all other claims for unpaid wages, overtime compensation, meal periods, rest periods, vacation pay, sick pay, liquidated damages, interest, hours worked, minimum wages, miscalculated wages, late payment of wages, frequency of pay, premium pay, bonuses, incremental time pay, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief theories or claims, and claims for exemplary, punitive, or penalty damages, interest, and attorneys' fees and costs, other damages, and/or any other form of relief. Named Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true, but stipulates and agrees that, upon the Effective Date and the Settlement being fully funded, she will fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. Named Plaintiff is deemed by operation of the order granting Final Approval of the settlement to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim released hereunder. Named Plaintiff acknowledges that she has had the opportunity to review, and has reviewed, California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Being fully informed of this provision of the Civil Code and understanding its provisions, Named Plaintiff agrees to waive any rights under that section and any rights and benefits she may have under laws of any state that are similar to California Civil Code section 1542. Named Plaintiff expressly acknowledges that this Settlement Agreement and the release contained herein extends to all claims that she has or might have against the Released Parties, including those which are presently unknown to her. The above-defined scope of Released Claims by the Named Plaintiff is meant to be as broad as possible. Named Plaintiff also releases claims against Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or

contemplated as part of this Settlement Agreement. Named Plaintiff's release, remise, and/or discharge of the Named Plaintiff's Released Claims is contingent upon the approval by the Court of, and payment to Plaintiff Ball of a Service Award. Notwithstanding the above or anything else in this Settlement Agreement, Named Plaintiff is not releasing via this Settlement Agreement any claims for workers compensation, any claims for unemployment insurance benefits, or any other claims that cannot be released by law.

23. **"Net Settlement Amount"** means the portion of the Maximum Gross Settlement Amount remaining after deduction of the Class Representative Service Award to Plaintiff Ball as approved by the Court; the Settlement Administration Costs to the Settlement Administrator, as approved by the Court; and Attorneys' Fees and Costs to Class Counsel, as approved by the Court. To the extent that the Court approves and awards a Service Award to Plaintiff Ball, settlement administration costs to the Settlement Administrator, and/or an award to Class Counsel for attorneys' fees and costs that is less than the amount(s) requested by this Settlement Agreement, the difference shall be included in the Net Settlement Amount. The Net Settlement Amount is currently estimated at Two Million Two Hundred Thirty-Nine Thousand and Three Hundred Seventy-Five Dollars (\$2,239,375). The Net Settlement Amount shall be allocated as set forth herein.

24. **"Notice Packet"** means the Notice of Pending Class, Collective and Representative Action Settlement, Request for Exclusion Form, and FLSA Opt-In Form, which respectively, are attached to this Settlement Agreement as **Exhibits A-C**. The Notice of Pending Class, Collective and Representative Action Settlement and Request for Exclusion Form will be sent to all Settlement Class members. The FLSA Opt-In Form shall be mailed to Settlement Class members that worked for Defendant from September 2, 2017 to November 23, 2021.

25. **"Notice Period"** means 60 days from the Settlement Administrator's initial mailing of Notice Packets, plus any extensions provided herein.

26. **"PAGA"** means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

27. **"PAGA Released Claims"** All Settlement Class members who worked for Edison in California at any time during the PAGA Period shall release Released Parties from all claims for civil penalties under PAGA as alleged in the Complaint, based on the alleged violations of Cal. Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 511, 558, 1182.12, 1194, 1197, 1198, 226,

226.3, 226.7, 512, 2800, 2802, 1174, 1174.5. The PAGA Released Claims also include claims against Released Parties for attorneys' fees, costs and expenses related to the above PAGA claims. Neither the State of California, anyone purporting to act on behalf of the State of California, nor any Settlement Class member who worked for Edison in California during the PAGA Period shall have the ability to opt-out of the PAGA Released Claims.

28. **"PAGA Period"** means the period beginning September 2, 2019 and ending on the date of Preliminary Approval or November 23, 2021, whichever is sooner.

29. **"PAGA Pay Periods"** means the number of pay periods worked by Settlement Class members during the PAGA Period, as determined based on information provided by Defendant to the settlement administrator.

30. **"Participating Class Members"** means Settlement Class members who do not opt out of the Settlement.

31. **"Parties"** refers to the Named Plaintiff and Defendant, and, in the singular, refers to any of them, as the context makes apparent.

32. **"Preliminary Approval Date"** means the date on which the Court signs the Order providing preliminary approval of the terms of this Settlement Agreement, and conditional certification of the Settlement Class for the purposes of this Settlement Agreement.

33. **"Preliminary Approval Order"** means the Court order providing preliminary approval of the terms of this Settlement Agreement, and conditional certification of the Settlement Class for the purposes of this Settlement Agreement.

34. **"Released Parties"** means Southern California Edison Company, and its present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, carriers, guarantors, successors, predecessors, fiduciaries, administrators, and assigns, and any individual or entity which could be jointly liable with Edison based upon the allegations asserted in the Lawsuit.

35. **"Response Deadline"** means the date that is sixty (60) calendar days from the date of initial mailing of the Notice Packet.

36. **"Class Representative Service Award"** means the amount to be paid to Named Plaintiff Ball, in recognition of her efforts and work in prosecuting the Lawsuit on behalf of Settlement Class members, and for her general release of claims.

37. “**Settlement Administrator**” means a third-party administrator selected by Class Counsel, subject to Defendant’s approval and appointed by the Court.

38. “**Workweeks**” include all workweeks that each Participating Class Member was employed during the Class Period as a non-union represented, non-exempt employee of Edison, which shall be calculated based on information Defendant provides to the Settlement Administrator. If needed, the Settlement Administrator will calculate the number of Workweeks by calculating the number of weeks in which each Participating Class Member was employed by Defendant during the Class Period based upon date of hire and termination. Any Participating Class Member with less than one complete week of employment will be credited with one workweek. Within each workweek, each workday shall qualify as two tenths (.20) of a workweek.

III. LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT

A. **No Admission/Denial of Liability:** Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this Lawsuit and litigation. Nothing in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, unlawful conduct or wrongdoing on the part of Defendant (and/or any Released Party). The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. Defendant further denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in this matter, or that but for the settlement a class should be certified. This Settlement Agreement is entered into solely for the purpose of compromising highly disputed claims. This Settlement Agreement and the fact that the Named Plaintiff and Defendant are willing to settle the Lawsuit shall have no bearing on, and shall not be admissible in connection with, any litigation other than solely in connection with approval and enforcement of this Settlement Agreement.

B. **Non-Evidentiary Use.** Except for purposes of effectuating or enforcing the settlement pursuant to this Settlement Agreement and/or for Defendant (and/or a Released Party) to establish that a Participating Class Member has resolved any of his/her/their claims released through this Settlement Agreement, and regardless of whether the Final Approval Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Maximum Settlement Amount) nor the settlement itself shall be construed as, offered, or admitted

in evidence as, received as, or deemed to be evidence, in any further proceeding in the Lawsuit, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. **Nullification.** If (a) the Court should for any reason fail to approve this settlement consistent with the specific material terms agreed to by the Parties as set forth herein; (b) the Court should for any reason fail to enter the Preliminary Approval Order and/or Final Approval Order; or (c) the Final Approval Order is reversed, modified, or declared or rendered void, then this Settlement Agreement shall automatically be considered null and void *ab initio*. In that instance, (i) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Settlement Agreement and the pleadings in this Lawsuit shall stand in the same position they were prior to acceptance of the Mediator's Proposal and entering the Settlement Agreement, without prejudice to either party; and (iii) Defendant shall not have any obligation to pay any portion of the Maximum Gross Settlement Amount to anyone under the terms of this Settlement Agreement, and all previous disbursements (if any) from the Maximum Gross Settlement Amount shall immediately be paid back to Defendant. Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. However, to the extent any government agency objects to the Settlement or the Court declines to grant preliminary or final approval of the Settlement as currently drafted, the Parties agree to meet and confer in good faith in an effort to cure any deficiencies or alleged deficiencies in the Settlement, before declaring the Settlement void.

IV. TERMS OF SETTLEMENT

A. **Settlement.** The Parties agree this action and any claims, damages, or cause of action arising out of the dispute, which is the subject of the Lawsuit, or which could have been alleged in the Lawsuit, be settled subject to court approval and under the terms set forth in this Settlement Agreement. However, the Parties agree that they are not settling or releasing claims for Defendant's employees who were union-represented employees or exempt employees, nor are the Parties settling any claims on behalf of Sharon Britt, Joshua Blalock, and Andre Wall, who are settling their individual claims with Edison in separate individual settlement agreements.

B. **Scope of Settlement.** Subject to Court approval, the Settlement Agreement shall cover all eligible members of the following categories of Settlement Plaintiffs:

1. **Settlement of FLSA Released Claims:** The Settlement Agreement shall bind Opt-In Plaintiffs to the extent of the FLSA Released Claims.
2. **Settlement of California Released Claims:** The Settlement Agreement shall bind all Participating Class Members to the extent of the California Released Claims.
3. **Settlement of PAGA Released Claims:** The Settlement Agreement shall bind Plaintiff Ball acting on behalf of the State of California and all Settlement Class members who worked for Edison in California during the PAGA Period, to the extent of the PAGA Released Claims.
4. **Settlement of Individual Claims:** The Settlement Agreement shall bind Named Plaintiff to the extent of the Named Plaintiff's Released Claims.

C. **Maximum Gross Settlement Amount.** In exchange for the releases, obligations, and promises set forth in this Settlement Agreement (and subject to the terms and conditions contained in this Settlement Agreement), Defendant agrees to pay the Maximum Gross Settlement Amount of **Three Million Two Hundred Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$3,222,500.00)**, which is the total and all-inclusive amount Defendant shall be obligated to pay under the settlement embodied by this Settlement Agreement (except that Defendant shall pay the Employer Taxes with respect to the wages portion of individual settlement shares separately and in addition to the Maximum Gross Settlement Amount), for the full resolution of the Lawsuit and all Released Claims. The Maximum Gross Settlement Amount includes amounts appropriated to the Settlement Class members, Settlement Administration Costs to the Settlement Administrator, Attorneys' Fees and Costs to Class Counsel, payment to LWDA, and the Class Representative Service Award to Plaintiff Ball.

D. **Distribution of Net Settlement Amount.** The Net Settlement Amount shall be allocated as follows: first, One Hundred Thousand Dollars (\$100,000.00) shall be designated the "PAGA Net Settlement Amount," and shall be distributed 75% to the LWDA and 25% to all Settlement Class members who worked for Edison in California during the PAGA Period, *pro rata* based on their number of PAGA Pay Periods worked, as described below. Second, Two Hundred Thousand Dollars and zero cents (\$200,000.00) shall be designated the FLSA Settlement Amount

and shall be distributed to the Opt-In Plaintiffs *pro rata* based on each Opt-In Plaintiff's number of Workweeks worked during the Class Period. The remainder of the Net Settlement Amount (the "Net Settlement Amount Remainder") will be paid to all Participating Class Members, *pro rata* based on each Participating Class Member's number of Workweeks worked during the Class Period as described below. The Settlement Administrator's initial calculation prior to the mailing of the Notice Packet shall estimate each Settlement Class member's total gross individual settlement share (including any payment from the PAGA Net Settlement Amount and the Net Settlement Amount Remainder), assuming that no Settlement Class member opts out of the Settlement and that all Settlement Class Members opt-in to the FLSA Settlement. To the extent that individuals are eligible to receive a payment from the PAGA Net Settlement Amount, FLSA Settlement Amount and the Net Settlement Amount Remainder, the payments shall be aggregated in one check ("Settlement Check").

The Net Settlement Amount shall be fully distributed, as follows:

1. As stated above, \$100,00.00 of the Net Settlement Amount has been designated as the PAGA Net Settlement Amount. Seventy-five percent (75%) of this amount, or \$75,000, will be distributed to the LWDA ("LWDA Payment"). The remaining 25%, or \$25,000, will be distributed to all Settlement Class members who worked for Edison in California during the PAGA Period, *pro rata* based on each Settlement Class member's number, if any, of PAGA Pay Periods worked during the PAGA Period. A "Pay Period" shall be defined as any instance when a Settlement Class member worked for Edison in California as a non-union, non-exempt employee and received a wage statement during the PAGA Period. The amount, if any, paid to each Settlement Class member from the PAGA Net Settlement Amount will be determined as follows: The PAGA Net Settlement Amount will be divided by the total number of Pay Periods for all Settlement Class members during the PAGA Period ("Pay Period Amount"). Each Settlement Class member will then be paid an amount equal to the Pay Period Amount multiplied by that Settlement Class member's total number of Pay Periods, if any. Any failure of a Settlement Class member to deposit a Settlement Check shall not affect the

enforceability of the PAGA Released Claims as to that Settlement Class member, if applicable.

2. Settlement Class members who are opt-In Plaintiffs will receive a *pro rata* share of the FLSA Settlement Amount based on their respective number of Workweeks worked in the Class Period as compared to the total Workweeks of all Opt-In Plaintiffs in the Class Period. Specifically, each Opt-In Plaintiff's share of the FLSA Settlement Amount will be calculated by multiplying the FLSA Settlement Amount by a fraction, the numerator of which is the Opt-In Plaintiff's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Opt-In Plaintiffs during the Class Period
3. Settlement Class members who do not opt out of the Settlement (i.e., Participating Class Members) will receive a *pro rata* share of the Net Settlement Amount Remainder based on their respective number of Workweeks worked in the Class Period as compared to the total Workweeks of all Participating Class Members in the Class Period. Specifically, each Participating Class Member's share of the Net Settlement Amount Remainder will be calculated by multiplying the Net Settlement Amount Remainder by a fraction, the numerator of which is the Participating Class Member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Participating Class Members during the Class Period.
4. Settlement Checks shall be valid for 120 days after issuance by the Settlement Administrator. In the event that any Settlement Class member fails to deposit, cash, or otherwise negotiate his or her Settlement Check within the 120-day period, then the check will be cancelled and the corresponding funds will be donated to *cy pres* recipient, Friends of the Los Angeles County Law Library. The Settlement Administrator shall distribute any *cy pres* payment.

E. **Attorneys' Fees, Costs, and Expenses.** Class Counsel will request 25% of the Maximum Gross Settlement Amount, currently estimated to be Eight Hundred Five Thousand

Six Hundred Twenty-Five Dollars (\$805,625.00) plus their reasonable out-of-pocket costs and expenses not to exceed Forty Five Thousand Dollars (\$45,000.00) (“Attorneys’ Fees and Costs”). Class Counsel agree not to seek from Defendant any additional attorneys’ fees, costs and expenses stemming from their involvement in the Lawsuit. To the extent the Court does not approve payment of Attorneys’ Fees and Costs in the amount set forth herein, the amount that is not awarded to Class Counsel shall remain a part of the Net Settlement Amount. The outcome of the Court’s ruling on the application for Attorneys’ Fees and Costs shall not terminate this Settlement Agreement or otherwise affect the Court’s ruling on the Final Approval Order. Attorneys’ Fees and Costs shall be paid without withholding and IRS Form 1099 shall be provided to Class Counsel for all such payments.

F. **Class Representative Service Award to Plaintiff Ball.** In return for services rendered to Settlement Class members, the risks undertaken as the Named Plaintiff, and for her general release agreed-to hereunder, Plaintiff Ball will request a Class Representative Service Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500). The outcome of the Court’s ruling on Plaintiff Ball’s requested Class Representative Service Award shall not terminate this Settlement Agreement or otherwise affect the Court’s ruling on the Final Approval Order. Any amount of the requested Class Representative Service Award for Plaintiff Ball that is not approved by the Court shall become part of the Net Settlement Amount. Plaintiff Ball is a Settlement Class member and worked for Edison in California during the PAGA Period, and will receive a payment from the Net Settlement Amount accordingly. In return for this payment and the Class Representative Service Award, Plaintiff Ball agrees to release the Named Plaintiff’s Released Claims on the Effective Date and upon this Settlement being fully funded, as to Plaintiff Ball. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law, including any claims for workers compensation benefits. The Class Representative Service Award shall be paid without withholding, and an IRS Form 1099 shall be provided to Plaintiff Ball for the Class Representative Service Award payment.

G. **Settlement Administration Costs.** The reasonable costs of settlement administration through and beyond final approval, which shall not exceed Fifty Thousand Dollars (\$50,000.00) (the “Settlement Administration Costs”), shall be paid from the Maximum Gross Settlement Amount subject to Court approval. To the extent the Court does not approve Settlement

Administration Costs, the unawarded amount shall remain a part of the Net Settlement Amount. IRS Form 1099 shall be provided for the payment made pursuant to this Paragraph.

H. **Taxes & No Benefits.** Payments from the Net Settlement Amount Remainder shall be treated 33.33% as wages and will be reported as such to each Participating Class Member on an IRS Form W-2; and 66.67% as penalties, liquidated damages, and interest and will be reported as such to each Participating Class Member on an IRS Form 1099-MISC, if applicable. The wage portion shall be paid net of all employee withholding taxes, including federal, state, and local income tax, FICA taxes, and federal and state unemployment taxes. Payments from the PAGA Net Settlement Amount shall be treated 100% as penalties, shall be reported on an IRS Form 1099-MISC, if applicable, and will not be subject to local, state or federal tax withholdings. The Settlement Administrator shall make all necessary calculations regarding tax withholdings, and shall remit all taxes withheld as appropriate.

1. The Settlement Administrator shall notify Edison of the employer share of all payroll taxes imposed by law separately and in addition to the Maximum Gross Settlement Amount (“Employer Taxes”). Concurrently with the payment of the Maximum Gross Settlement Amount, Edison shall additionally transmit to the Settlement Administrator for payment the employer share of all payroll taxes imposed by law. All Employer Taxes withheld and paid by the Settlement Administrator shall be reported by the Settlement Administrator to the appropriate taxing authorities under the payee’s name and social security number.
2. The attorneys’ fees, costs and expenses, as approved by the Court, shall be paid without withholding and shall be reported to the IRS on an IRS Form 1099 to Class Counsel.
3. All Settlement Class members who receive a Settlement Check are obligated to pay their respective share of any taxes, local, state or federal, which may become due and owing on the monies received under this Settlement Agreement.
4. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this paragraph, the Settlement Class member shall be liable for the

payment of any such employee's share of taxes and agree to defend, indemnify and hold the Released Parties harmless for the employee-side payment of such taxes, the failure to withhold, and any interest and penalties imposed thereon. Nothing contained herein shall be deemed to constitute tax advice on behalf of any Party.

5. None of the payments provided under the Settlement shall be taken into account for purposes of determining benefits under any qualified or non-qualified plans of Defendant or Released Parties.

I. **Conditional Nature of Stipulation for Certification:** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and the FLSA, the Parties shall stipulate to the certification of the state law claims brought under the California Labor Code ("California Claims") and the FLSA claims ("FLSA Claims") conditionally, for settlement purposes only. Defendant does not waive, and instead expressly reserves its rights to challenge the propriety of collective action certification under the FLSA and Rule 23 certification of the California Claims for any purpose as if this Settlement Agreement had not been entered into by the Parties, should the Court not approve the Settlement Agreement or should the Effective Date otherwise not occur.

J. **No Additional Contribution by Defendant.** Edison's monetary obligation under this Settlement Agreement is limited to the Maximum Gross Settlement Amount and Employer Taxes. Edison shall not be required to pay more than the Maximum Gross settlement Amount and Employer Taxes to obtain the relief (including, but not limited to, enforcement of the Settlement Agreement, releases of claims, and issuance of the Final Approval Order) provided in this Settlement Agreement or to fully and finally settle and resolve the Released Claims. Notwithstanding the above, in the event that this Settlement Agreement is voided or nullified, in whole or in part, however that may occur, or the settlement of the Lawsuit is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Edison shall cease to have any obligation to pay any portion of the Maximum Gross Settlement Amount to anyone under the terms of this Settlement Agreement.

K. **Escalator.** Defendant represents that there were approximately 5,063 Settlement Class members as of the date of mediation, August 11, 2021. If it is determined that the number of Settlement Class members as of August 11, 2021 was in fact more than 7.5% greater than 5,063 (i.e., if there were 5,443 or more Settlement Class members as of August 11, 2021),

then the Maximum Gross Settlement Amount will increase commensurate with the difference of the increase in the number of Settlement Class members as of that date (e.g., if the actual number of Settlement Class members as of August 11, 2021 was 10% greater than 5,063, then the Maximum Gross Settlement Amount will increase by 2.5%).

V. SETTLEMENT ADMINISTRATION

A. **Appointment of Settlement Administrator.** The Parties have selected ILYM Group, Inc. (“Settlement Administrator”) as the Settlement Administrator.

B. **Settlement Administrator’s Duties.** Settlement Administrator shall coordinate and undertake all duties related to the administration of the Settlement Agreement.

1. The duties of the Settlement Administrator shall include, but are not limited to: (i) compiling and sending via U.S. Mail to the Settlement Class members a Notice Packet; (ii) confirming the accuracy of the mailing address to each recipient through the United States Post Office’s National Change of Address database before mailing; (iii) performing one skip trace on Notice Packets returned as undeliverable; (iv) re-mailing Notice Packets by First Class Mail if the Notice Packet was returned undeliverable and a new address is located or upon a recipient’s request; (v) sending deficiency letters as needed; (vi) processing Workweeks and/or Pay Period disputes, Requests for Exclusion, and objections; (vii) calculate and distribute all payments due under the Settlement Agreement; (viii) undertake tax reporting, withholding, and remittances, and calculate Employer Taxes; and (ix) creating and operating the settlement website and toll-free call center. The Settlement Administrator shall also provide a declaration under penalty of perjury (“Administrator’s Declaration”) which summarizes its findings and the results of the notice process, including and not limited to, stating: the number of Settlement Class members reflected in the data provided by Defendant; the number of mailings; the number of Workweek and/or Pay Period disputes, objections, and Requests for Exclusion received; and other information as is required to obtain final approval of the Settlement Agreement.

2. Class Counsel and Defendant's Counsel shall review and approve any documents contemplated by the Settlement Agreement before they are mailed by the Settlement Administrator. The Settlement Administrator may send no documents without first receiving written approval to do so from Class Counsel and Defendant's Counsel. The Settlement Administrator must have in place an effective information and data security program capable of protecting the personal information of Settlement Class members. In addition, the Settlement Administrator must contractually obligate itself to maintain reasonable physical, administrative, and technical controls to protect such information. Defendant's Counsel may reject the selection of a Settlement Administrator that does not pass the assessment process or that shall not agree to reasonable contractual commitments regarding the security of recipient contact information.
3. Every seven (7) calendar days after mailing of the Notice Packet, the Settlement Administrator shall provide regular, periodic updates to the Parties regarding the administration process.

C. **Production of Class List to the Settlement Administrator:** Within twenty-one (21) calendar days following the date on which the Court enters the Preliminary Approval Order, Edison will provide the Settlement Administrator with the following information: (a) full names, last known mailing addresses, social security number, and last known telephone numbers for each California Settlement Class Member; (b) the start date and end of employment date for each California Settlement Class Member that worked as a non-union represented, non-exempt employee for Edison during the Class Period; (c) the number of Workweeks and Pay Periods in the Class Period and PAGA Period, respectively; (d) any additional agreed-upon information necessary to perform payout calculations as provided in this Settlement Agreement ("Class Data List"). Edison reserves the right to provide the Settlement Administrator the start and end dates for each California Settlement Class Member, and permit the Settlement Administrator to calculate the number of workweeks for each pursuant to the instructions provided above for "Workweeks." The Settlement Administrator will calculate the number of Pay Periods, if any, for each Settlement Class member. The information provided to the Settlement Administrator shall be considered confidential, shall not be disclosed to anyone other than Defendant's counsel and the Settlement

Administrator, and shall be destroyed by the Settlement Administrator at the conclusion of this Lawsuit following the 120-day check cashing period for Settlement Checks.

D. **Notice to Class Members.** Within ten (10) business days after receiving the Class Data List from Defendant, and after receiving approval from Class Counsel and Defendant's Counsel of the formatted Notice Packets and preliminary settlement payment calculations, the Settlement Administrator shall send the Court-approved Settlement Notice, in substantially the form attached hereto as **Exhibit A**, to all Settlement Class members via first class mail using the Class Data List. Prior to the mailing of the Notice Packet, the Settlement Administrator shall search the National Change of Address Database for more recent mailing addresses for Class Members and shall update the addresses on file in the Class Data List accordingly. The Notice Packet shall also state the number of Workweeks and Pay Periods credited to each Class Member; and his/her/their estimated total gross Settlement Share and indicate the difference between their estimated total gross Settlement Share if they do not become an Opt-In Plaintiff and if they do become an Opt-In Plaintiff. The Notice Packet shall notify Settlement Class members of their options to dispute Workweeks and/or Pay Periods credited to them, to object to the Settlement Agreement, or to request exclusion from the Settlement, and it shall notify all Settlement Class members of the deadline to exercise these options.. The deadline for Settlement Class members to dispute the Workweeks and/or Pay Periods credited to them and/or to request exclusion from the Settlement is the Response Deadline. The "Response Deadline" will be the date that is sixty (60) calendar days from the date of initial mailing of the Notice Packet. The deadline for Settlement Class members to submit their written objection to the Settlement Agreement shall be set by the Court at the hearing on Plaintiff's Motion for Preliminary Approval. In the case of a Notice Packet re-mailed to a Settlement Class member, that Settlement Class member's deadline to submit a dispute , objection, or request for exclusion shall be fifteen (15) calendar days after re-mailing, or the Response Deadline, whichever is later. For Notice Packets that are returned by the postal service with a forwarding address, the Settlement Administrator will, within three (3) business days of receipt of the returned Notice Packet, re-mail the Notice Packet to the forwarding address. For Notice Packets that are returned as undeliverable and/or with no forwarding address, the Settlement Administrator will, within three (3) business days of receipt of the returned notice, conduct a skip-trace and, if a new address is found, re-mail the Notice Packet to the new address promptly. A Settlement Class member who opts out of the settlement may not object to the

Settlement Agreement. No Settlement Class member may object to the PAGA portion of the Settlement. All objections, disputes or requests for exclusion must be in writing, and must be postmarked by the Response Deadline (or the later deadline for a re-mailed Notice Packet, if applicable).

E. **Settlement Website and Call Center.** The Settlement Administrator will create a website for the settlement, which will allow Settlement Class members to view the Notice Packet (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Website will also allow Settlement Class members to become Opt-In Plaintiffs by submitting FLSA Opt-In Forms. The Settlement Administrator will provide Class Counsel and Defendant's Counsel with a preview of the proposed website. Class Counsel and Defendant's Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Settlement Class members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 120-day check cashing period for Settlement Checks.

F. **Resolution of Disputes.** In the event of a dispute regarding the validity of a Settlement Class member or his/her credited number of Workweeks and/or Pay Periods, the Parties will meet and confer in an effort to reach a resolution. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the Settlement Agreement until all obligations contemplated have been fully carried out.

G. **Calculation of Employer Taxes.** Within seven (7) calendar days after the Effective Date, Settlement Administrator shall calculate all Employer Taxes and advise Defendant of the total amount that is due for Employer Taxes. Defendant shall deposit the Employer Taxes with the Settlement Administrator at the same time it deposits the Maximum Gross Settlement Amount.

VI. SETTLEMENT CLASS MEMBERS' OPTIONS IN RESPONSE TO THE NOTICE PACKET

A. **Request Exclusion from the Class Settlement.** In order to opt out and not participate in the class portion of the Settlement, a Settlement Class member must submit a

completed Request for Exclusion Form by the Response Deadline to exclude him/her/themself from the Settlement (“Request for Exclusion” or “Opt Out”) containing: (1) the Settlement Class member’s full name, mailing address, last four digits of his/her/their Social Security number, and signature; (2) the Lawsuit case name and number; (3) and a statement indicating that the Settlement Class member seeks to exclude him/her/themself from the Settlement. The Request for Exclusion Form must be submitted to the Settlement Administrator, by U.S. Mail, postmarked on or before the Response Deadline. Neither Plaintiff Ball, Defendant, Class Counsel, nor Defendant’s Counsel shall solicit, request, or encourage any Settlement Class member to opt out of the Settlement. A Settlement Class member who does not submit a timely and valid Request for Exclusion Form in the manner and by the deadline specified above shall be deemed to have waived his/her/their right to be excluded from the class portion of the Settlement. However, no Settlement Class member may exclude him/her/themself from the PAGA portion of the Settlement. Any Settlement Class member who worked at least one Pay Period during the PAGA Period will release the PAGA Released Claims and will receive a payment from the PAGA Net Settlement Amount.

B. FLSA Opt-In. In order to become an Opt-In Plaintiff and receive a portion of the FLSA Settlement Amount, a Settlement Class member must submit a completed FLSA Opt-In Form by mail or online on the Settlement Website by the Response Deadline to include him/her/themself as an Opt-In Plaintiff containing: (1) the Settlement Class member’s full name, mailing address, last four digits of his/her/their Social Security number, and signature; (2) the Lawsuit case name and number; (3) and a statement indicating that the Settlement Class member seeks to Ppt-in to the FLSA Settlement. A Settlement Class member must submit the FLSA Opt-In Form online on the Settlement Website or by U.S. Mail postmarked on or before the Response Deadline. Neither Plaintiff Ball, Defendant, Class Counsel, nor Defendant’s Counsel shall solicit, request, or encourage any Settlement Class member to opt in to the FLSA Settlement. A Settlement Class member who does not submit a timely and valid FLSA Opt-In in the manner and by the deadline specified above shall be deemed to have waived his/her/their right to be included from the FLSA portion of the Settlement.

C. Objection to the Class Settlement. A Settlement Class member who does not submit a timely and valid Request for Exclusion Form (i.e., a Participating Class Member) will have the right to object to the Settlement. Participating Class Members who wish to object to the Settlement must submit a written statement objecting to the Settlement (“Objection”), containing:

(1) the objector's full name and mailing address, last four digits of his or her Social Security number, and signature; (2) the Lawsuit case name and number; (3) a statement indicating that the Settlement Class member objects to the Settlement; (4) the specific ground(s) for the Objection(s), as well as any supporting documentary or other evidence supporting the Objection(s); and (5) whether or not they are represented by counsel (if so, the statement shall state the name and contact information of said counsel). The Objection must be mailed to the United States District Court, Central District of California, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, California 90012. The deadline to submit Settlement Class members' Objection shall be set by the Court at the hearing at the Motion for Preliminary Approval. A Settlement Class member who does not submit an objection in the manner and by the deadline specified by the Court shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. Neither Plaintiff Ball, Defendant, Class Counsel, nor Defendant's Counsel shall solicit, request, or encourage any Settlement Class member to object to the Settlement.

D. Workweek and Pay Period Disputes. A Settlement Class member may submit a written dispute to the Settlement Administrator in order to dispute the number of Pay Periods and/or Workweeks credited to him/her/them which must: (1) contain the Settlement Class member's full name, mailing address, last four digits of his/her/their Social Security number, and signature; (2) contain the Lawsuit case name and number; (3) contain a statement indicating that the Settlement Class member disputes the Pay Periods and/or Workweeks credited to him/her/them and indicating what number of Pay Periods and/or Workweeks the Settlement Class member contends is correct or incorrect; and (4) attach documentation supporting his/her/their contention about the correct number of Pay Periods and/or Workweeks that should be credited. The Pay Period and/or Workweek Dispute must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. In the absence of supporting documentation, Defendant's records shall be presumed correct. The Settlement Administrator shall refer all disputes to the Parties. The Parties will meet and confer in an effort to reach a resolution. If the Parties cannot reach a resolution, they will refer the dispute to the Court for a final resolution.

E. No Retaliation. Defendant shall not retaliate against any Settlement Class member for participating in or opting out of the Settlement.

VII. FUNDING AND DISTRIBUTION OF THE SETTLEMENT

A. **Funding of Settlement.** Within (30) calendar days after the Effective Date, Defendant shall remit the Maximum Gross Settlement Amount and the amount that the Settlement Administrator advises is due for Employer Taxes, by transferring these amounts by wire transfer to a settlement account established by the Settlement Administrator for administration of the Settlement.

B. **Distribution of the Settlement Funds.** The Settlement Administrator shall distribute individual Settlement Checks to Settlement Class members, the Class Representative Service Award to Plaintiff Ball, Settlement Administration Costs to the Settlement Administrator, LWDA Payment to the LWDA, and Attorneys' Fees and Costs to Class Counsel, within ten (10) business days of receipt of the Maximum Gross Settlement Amount from Defendant. If any Settlement Check is not cashed within ninety (90) days after mailing, the Settlement Administrator will send a letter or postcard informing the Settlement Class member that unless their check is cashed in the next thirty (30) days, it will expire and become non-negotiable. The letter or postcard will also offer to replace the check if it was lost and not cashed. In the event that any Settlement Check(s) is not deposited, cashed, or otherwise negotiated within the 120-day period, then the Settlement Check will be cancelled and the corresponding funds will be donated to *cy pres* recipient Friends of the Los Angeles County Law Library. The Settlement Administrator shall distribute any *cy pres* payment.

C. **No Claims Resulting from Payments.** No person shall have any claim of any kind whatsoever against any of the Parties, Released Parties, Defendant's Counsel, and/or Class Counsel, based on distribution of the Maximum Gross Settlement Amount (including, without limitation, the Attorneys' Fees and Costs, Service Awards, etc.) made in accordance with this Settlement Agreement; except that, in the event that a Settlement Class member is not included on the Class Data List and is not issued a Notice Packet, such an individual will maintain his or her claims against Defendant.

VIII. RELEASES

A. Upon the Effective Date, and the Maximum Settlement Amount being fully distributed, Settlement Class members will be deemed to have released, waived, and discharged the Released Parties as follows, and as applicable:

1. **California Released Claims:** Each Participating Class Member (i.e., each Settlement Class member who does not submit a timely and valid Request for Exclusion) shall be deemed to have completely released the Released Parties from/for all the California Released Claims.

2. **FLSA Released Claims:** Each Opt-In Plaintiff (i.e., each Participating Class Member who timely submits a completed FLSA Opt-In Form by mail or through the Settlement Website by the Response Deadline) shall hereby knowingly, voluntarily and completely release the Released Parties from the FLSA Released Claims.

3. **PAGA Released Claims:** All Settlement Class members (regardless whether they opt out of the Settlement) who worked for Edison in California during the PAGA Period shall be deemed to have completely released the Released Parties from/for all the PAGA Released Claims.

4. **Release by Named Plaintiff:** Named Plaintiff Ball shall be deemed to have knowingly, voluntarily and completely released the Released Parties from/for all Named Plaintiff's Released Claims.

5. Upon entry of the Final Approval Order by the Court and the Settlement being fully funded, all Participating Class Members will have all of their applicable claims, as agreed upon in this Settlement Agreement, dismissed with prejudice. The Parties agree that it is their intent that the terms set forth in this Settlement Agreement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand or other action of any kind, by each and every Participating Class Member, to obtain any recovery based on the facts giving rise to the claims pled or which could have been plead in this Lawsuit. Notwithstanding the foregoing, nothing prevents or limits Participating Class members from filing a charge or participating in an investigative proceeding of any governmental agency.

B. **No Additional Attorneys' Fees or Costs.** The Parties agree to bear its/their own attorneys' fees and costs related to the Lawsuit except as specifically provided in this Settlement Agreement with respect to the Attorneys' Fees and Costs, and Class Counsel waives any and all rights to further attorneys' fees and costs in connection with the Lawsuit.

IX. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

A. **Cooperation Clause.** The Parties agree to cooperate fully, completely, and promptly with each other to accomplish the terms of the Settlement Agreement, including, but not

limited to, execution of documents and taking such actions as may be reasonably necessary to implement the terms of the Settlement Agreement. The Parties agree to use reasonable efforts, including all efforts contemplated by this Settlement Agreement and any other reasonable efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel and Named Plaintiff will, with the assistance and cooperation of Edison and Edison's counsel, take all necessary steps to secure the Court's preliminary and final approval of the Settlement Agreement, which may include promptly filing stipulations, declarations, or requests that the Court deems necessary, and making such appearances as the Court may deem necessary to secure the total and complete approval of this Settlement Agreement.

B. **Confidentiality.** Prior to filing of the Motion for Preliminary Approval, Class Counsel shall not discuss the terms of the Settlement Agreement or the negotiations leading to settlement with any person other than the Named Plaintiff, except that Class Counsel may discuss the general terms of the Settlement with Settlement Class members. This provision shall not preclude Defendant from making any necessary corporate disclosures.

C. **Preparation of Approval Documents.** Class Counsel shall draft and file a motion seeking preliminary approval of the Settlement Agreement ("Motion for Preliminary Approval") by the Court imposed deadline. Defendant may file a brief supporting preliminary approval in accordance with the Court's instructions. If the Court issues a Preliminary Approval Order in accordance with the terms of this Settlement Agreement, Class Counsel shall draft and file a motion seeking final approval of the Settlement ("Motion for Final Approval"). Class Counsel may bring a separate motion for approval of Class Counsel's attorneys' fees and costs, and for approval of the Class Representative Service Award. The Parties will jointly agree on the contents and form of the contemplated proposed orders, which will be submitted to the Court in conjunction with the motions. In the event of a dispute between Class Counsel and Defendant's Counsel regarding the content or form of the contemplated proposed orders, the Parties will submit the dispute to the mediator and the mediator will resolve the dispute. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the settlement described in this Settlement Agreement.

D. **Motion for Preliminary Approval.** Class Counsel shall submit this fully executed Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval of the Settlement. Class Counsel shall apply to the Court for the entry of a Preliminary Approval Order, which:

a) Schedules a hearing on whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate to the members of the class;

b) Approves the law firms of *Lebe Law, APLC* and *Haines Law Group, APC* to serve as Class Counsel and Named Plaintiff Jade Ball to serve as the Class Representative;

c) Approves the form and content of the proposed Notice Packet;

d) Directs the delivery of the Notice Packet to Settlement Class members;

e) Preliminarily approves the Settlement Agreement;

f) Provisionally certifies the Settlement Class for purposes of settlement only;

and

g) Preliminarily approves the allocation and distribution of the Maximum Gross Settlement Amount as stated in this Settlement Agreement.

E. **Motion for Final Approval.** Class Counsel shall file a Motion for Final Approval of the settlement per the deadline to be set by the Court, and will submit a Proposed Final Approval Order and Judgment for entry by the Court if Final Approval is granted, which:

a) Approves the Settlement Agreement, determining the terms thereof to be fair, reasonable and adequate and directing implementation of its terms and provisions;

b) Approves Class Counsel's application for an award of Attorney's Fees and Litigation Costs, as set forth herein; and

c) Enters judgment in the Lawsuit, forever and permanently barring all Participating Class Members from prosecuting any and all applicable Released Claims related to the Lawsuit, and Settlement Class members from prosecuting any and all PAGA Released Claims against any of the Released Parties, on satisfaction of all payments and obligations hereunder.

X. **VOIDING THE SETTLEMENT AGREEMENT**

A. **Right of Revocation.** If 10% or more of Settlement Class members validly exclude themselves from this settlement, Defendant shall have the right to rescind, void, or otherwise

cancel the Settlement Agreement within fourteen (14) calendar days after the Notice Period closes and the Settlement Administrator has informed Defendant how many Settlement Class members have opted out of the settlement. The Settlement Administrator shall report to the Parties' respective counsel after the mailing of the Notice Packet regarding the percentage of Settlement Class members who have opted out. No Party or his, her, their, or its counsel shall encourage any Settlement Class member to opt out of the Settlement. In the event that Defendant exercises its right of revocation pursuant to this Paragraph, Defendant shall pay for all settlement administration costs incurred through the date of revocation.

B. **Material Conditions.** A failure of the Court to approve any material condition of this Settlement Agreement that affects a fundamental change to the Parties' Settlement Agreement, which shall not include the proposed Attorneys' Fees and Costs or Named Plaintiff's Class Representative Service Award, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties at the option of any of the Parties, by giving written notice to all Parties within twenty-one (21) calendar days of learning of that failure, unless the Court requires a response prior to that date. If any of the Parties exercise their option to terminate the Settlement Agreement, the conditional certification of the Settlement Class provided for herein shall be vacated and the litigation shall proceed without prejudice to any Party's position on the issues of class certification, adequacy of representation, standing, or any other issue. In such instance, the Party exercising such right shall pay for all settlement administration costs incurred through the date of cancellation.

XI. MISCELLANEOUS PROVISIONS

A. **CAFA Notice.** Defendant shall be responsible for sending notices to the various state authorities at the time of filing of the preliminary approval motion.

B. **Voluntariness.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. **No Prior Assignment.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Settlement Class member, the State of California, Class Counsel, or Defendant's Counsel without the express written consent of each Party. Named Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Settlement Agreement.

D. **Representation and Warranties.** Class Counsel and Named Plaintiff jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Lawsuit or the Settlement contemplated hereby.

E. **Media and Confidentiality Obligations.** Named Plaintiff and Class Counsel agree that no public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the settlement of this Lawsuit or this Settlement Agreement shall be made at any time. Further, Named Plaintiff and Class Counsel shall not, at any time: (a) issue a press or media release or otherwise notify the media about the Settlement Agreement, (b) initiate any contact with the press, other media (including social media), or any third party, (c) advertise or make any public statements regarding the terms of the Settlement Agreement through written, recorded or electronic communications, (d) respond to any inquiry from the press, or media, or (e) have any communication with the press or other media about the Lawsuit, including, but not limited to the fact, amount, and/or terms of the Settlement, either before or after the Court approves this Agreement. Class Counsel will not identify Edison in any information about the settlement posted on their website(s). To the extent limited public disclosures are required to effectuate the Settlement Agreement, or to notify the courts or parties in any pending, related proceeding, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed. Notwithstanding the foregoing, Edison and its counsel shall not be precluded from making any disclosures required by law and/or in connection with an SEC filing. Nothing herein restricts the Named Plaintiff from disclosing the Settlement Agreement to their immediate family members or legal or financial advisors. Nor shall anything herein prevent Class Counsel from referencing this case by case name, case number, and brief description of the Settlement, in declarations submitted to establish adequacy of counsel in future actions.

F. **Service Or Written Notice.** Whenever, under this Settlement Agreement, a person must provide service or written notice to Edison, Defendant's Counsel, or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing. As to Class Counsel: Jonathan Lebe, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, CA 90021

(e-mail: jon@lebelaw.com) and Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180 El Segundo, CA 90245 (e-mail:phaines@haineslawgroup.com). As to Counsel for Edison: Demery Ryan, Littler Mendelson, P.C., 2049 Century Park East, 5th Floor, Los Angeles, CA 90067 (e-mail: dryan@littler.com) and Robert S. Blumberg, Littler Mendelson, P.C. 633 W. 5th Street, 63rd Floor, Los Angeles, CA 90071 (e-mail: rblumberg@littler.com).

G. **Severability.** If any portion of this Settlement Agreement is held legally invalid or unenforceable, such event will not render invalid or unenforceable any other portion of this Settlement Agreement, and the remainder of this Settlement Agreement will be read as though the invalid or unenforceable portion were omitted; provided, however, that such reading will not materially frustrate the intent of the Parties as evidenced in this Settlement Agreement.

H. **Continuing Jurisdiction.** The Court that approves the Settlement Agreement shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, and all Settlement Class members, for the administration and enforcement of this Settlement Agreement.

I. **Choice of Law.** The enforcement of this Settlement Agreement shall be governed and interpreted by and under the laws of California, without regard to otherwise applicable principles of conflicts of laws, whether or not any Party is or may hereafter be a citizen or resident of another state.

J. **Entire Agreement.** This Settlement Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. Unless expressly indicated otherwise in this Settlement Agreement, this agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof.

K. **Amendments/Modifications/Extensions of Time.** This Settlement Agreement, and its attachments, constitutes the entire agreement of the Parties concerning the subjects contained herein. This Settlement Agreement may not be changed or altered except in writing signed by all Parties or their counsel and upon approval by the Court, except that the Parties, acting through counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement. No waiver, modification or amendment of this Settlement Agreement shall be valid or binding unless in writing, signed by all Parties or their counsel and

then only to the extent in such written waiver, modification or amendment, subject to any required Court approval.

L. **Waiver of Compliance.** Any failure by any Party to insist upon the strict performance by the other party of any of the provisions of this Settlement Agreement shall not be deemed or operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Settlement Agreement.

M. **Binding Agreement.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors and assigns.

N. **Construction.** The Parties have cooperated in the negotiation and preparation of this Settlement Agreement. This Settlement Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement Agreement.

O. **Fair Settlement.** Named Plaintiff, Defendant, Class Counsel, and Defendant's Counsel believe that this Settlement Agreement reflects a fair, reasonable, and adequate settlement of the Lawsuit and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

P. **Captions or Headings.** The captions or headings of the paragraphs of this Settlement Agreement are for convenience of reference only and shall not affect the construction or interpretation of any part of this Settlement Agreement.

Q. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters. Other than the contents of this Settlement Agreement, no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement.

R. **Destruction and/or Return of Evidence.** Upon distribution of the Maximum Gross Settlement Amount to the Settlement Administrator, the Named Plaintiff and Class Counsel shall destroy or return all confidential documents produced by Edison during formal or informal discovery, which necessarily include all confidential documents related to this Lawsuit, the litigation and this settlement, which includes but is not limited to all documents marked as “Confidential,” and all class lists, collective lists, and the names, addresses, social security number, and other contact, time, and payroll information related to the Settlement Plaintiffs and this Lawsuit.

S. **Execution of Agreement/Counterparts.** This Settlement Agreement shall become effective upon its execution subject to subsequent judicial approval. The Parties or authorized signatories may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties and counsel had signed the same instrument. Any signature made and transmitted via electronic means, for the purpose of executing this Settlement Agreement, shall be deemed an original signature for purposes of this Settlement Agreement and will be binding upon the Party whose counsel transmits the signature page by electronic means. Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any Party warrants that such person has the authority to do so. Any person executing this Settlement Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

T. **Class Counsel Signatories.** It is not practical to have each Settlement Class member execute this Settlement Agreement. The Notice Packet advises all Settlement Class members of the binding nature of the releases herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class member.

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IN WITNESS WHEREOF: the undersigned duly executed this Settlement Agreement as of the date(s) indicated below:

APPROVED AND ACCEPTED.

BY: PLAINTIFF JADE BALL

Dated: 03/11/2022


Jade Ball (Mar 11, 2022 10:59 PST)

JADE BALL

BY: DEFENDANT SOUTHERN CALIFORNIA EDISON COMPANY On behalf of SOUTHERN CALIFORNIA EDISON

Dated: _____

Signature

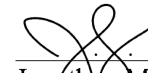
Print Name

Title

APPROVED AS TO FORM ONLY:

Dated: _____ March 11, 2021

LEBE LAW, APLC



Jonathan M. Lebe

Annaliz Loera
Attorneys for Named Plaintiffs and Settlement Class Members

IN WITNESS WHEREOF: the undersigned duly executed this Settlement Agreement as of the date(s) indicated below:

APPROVED AND ACCEPTED.

BY: PLAINTIFF JADE BALL

Dated: _____

JADE BALL

BY: DEFENDANT SOUTHERN CALIFORNIA EDISON COMPANY On behalf of
SOUTHERN CALIFORNIA EDISON

Dated: March 11, 2022



Signature

Jennifer Hasbrouck

Print Name

SVP & General Counsel

Title

APPROVED AS TO FORM ONLY:

Dated: _____, 2021

LEBE LAW, APLC

Jonathan M. Lebe
Annaliz Loera
Attorneys for Named Plaintiffs and
Settlement Class Members

Dated: March 14, 2022, 2021

HAINES LAW GROUP, APC

Neil Larsen

Paul K. Haines
Tuvia Korobkin
Neil M. Larsen
Attorneys for Named Plaintiffs and
Settlement Class Members

Dated: March 14, 2022, ~~2021~~

LITTLER MENDELSON, P.C.

Robert S. Blumberg

Robert S. Blumberg
Demery Ryan
Alexandra Bernstein
Attorneys for Defendant