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CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Class Action and Private Attorneys General Act Settlement and Release Agreement ("**Agreement**," "**Settlement Agreement**" or "**Settlement**") is entered into by Plaintiff Terica Funes ("**Funes**" or "**Plaintiff**"), on behalf of herself, the State of California Labor and Workforce Development Agency ("**LWDA**"), and those Plaintiff seeks to represent, on the one hand, and, on the other hand, Nationwide Life and Annuity Insurance Company ("**NLAIC**") and Nationwide Mutual Insurance Company ("**NMIC**"). For purposes of this Agreement, Nationwide Life and Annuity Insurance Company and Nationwide Mutual Insurance Company are collectively referred to as "**Nationwide**" and, together with Plaintiff, the "**Parties**.")

By way of this Agreement, the Parties seek to settle all claims that were or could have been raised in the actions entitled *Terica Funes v. Nationwide Life and Annuity Insurance Company,* Los Angeles County Sup. Ct. Case No. 25STCV17294 (the "Class Action") and *Terica Funes v. Nationwide Life and Annuity Insurance Company,* Orange County Sup. Ct. Case No. 30-2025-01504580-CU-OE-CXC (the "PAGA Action") (together, the "Actions"). The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Nationwide.

RECITALS

1. **The Actions**. On June 13, 2025, Plaintiff Terica Funes ("Plaintiff") filed a putative class action lawsuit entitled *Terica Funes v. Nationwide Life and Annuity Insurance Company,* Los Angeles County Sup. Ct. Case No. 25STCV17294 (the "Class Action"). Plaintiff also later filed a PAGA-only lawsuit entitled *Terica Funes v. Nationwide Life and Annuity Insurance Company,* Case No. 30-2025-01504580-CU-OE-CXC in the Orange County Superior Court, which was based on the allegations set forth in the letter sent on her behalf to the California Labor and Workforce Development Agency dated June 13, 2025 (the "**PAGA Action**"). Together, the Class Action and the PAGA Action are referred to collectively as the "**Actions**."

2. **The Parties' Successful Mediation Efforts.** On January 8, 2026, the Parties to the Actions attended a private mediation with Allison Eckstrom, a mediator with extensive experience in wage and hour, class and representative action litigation. The Parties reached a settlement of the Actions at the full-day mediation and entered into a detailed Memorandum of Understanding which was fully executed on January 8, 2026.

3. **Class Counsel's Investigation**. Lavi & Ebrahimian, LLP, counsel for Plaintiff, the Class Members, and the PAGA Group Members, conducted a formal and informal investigation into the facts and allegations of the Actions, including an extensive review of produced documents and data. In particular, Class Counsel made informal discovery requests in advance of mediation, and reviewed and analyzed documents produced in response to such requests, including Plaintiff's personnel information, Nationwide's written policies relating to the claims asserted in the Actions, all reasonably accessible time records and payroll data for the Class, and other data reflecting the pay periods and workweeks worked by Class Members during the relevant time period. Class

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Counsel also investigated the claims against Nationwide in the Actions and analyzed all applicable defenses raised by Nationwide.

4. **Class Counsel's Evaluation**. Class Counsel believes that the Settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class Members and PAGA Group based on all known facts and circumstances, including the risk of significant delay, defenses asserted to the merits of the Actions, defenses asserted to class certification and the PAGA representative action, as well as defenses to the overall issue of liability and damages, and potential appellate issues.

5. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could be asserted in the Actions based upon the operative facts alleged or theories asserted in any of Plaintiff's complaints, amended complaints in the Actions, letter to the Labor and Workforce Development Agency ("LWDA") filed on June 13, 2025, and the letter to the LWDA filed on February 12, 2026, pursuant to the Memorandum of Understanding between the Parties.

6. By way of this Agreement, the Parties anticipate that a first amended complaint will be filed in the Class Action for the purpose of adding the claims that have been asserted in the PAGA Action, adding NMIC as a named defendant, and to consolidate all lawsuits and PAGA Letters filed by Plaintiff. The Parties also anticipate that the PAGA Action will be stayed pending preliminary and final settlement approval in the Class Action; that approval of this settlement will be filed in the Class Action; and that if the Settlement is approved, the Parties will stipulate to an entry of judgment and dismissal in the PAGA Action based on the judgment entered in the Class Action. Additionally, the Parties intend the Settlement of the Actions as described in this Agreement to be contingent upon: (1) the Court's preliminary and final approval of the terms of this Agreement, including entry of a final approval order and the judgment described in Section X(A)(3); (2) the Court granting the Parties' stipulation permitting the filing of a first amended complaint in the Class Action which will include the factual allegations and claims asserted in the PAGA Action, add NMIC as a named defendant, and add all claims from the original complaint and any letters Plaintiff sent to the LWDA; and (3) dismissal of the PAGA Action consistent with Section X(A)(4).

7. **The Parties stipulate to the certification of this Settlement Class solely for purposes of this Agreement**. The Parties stipulate to certify the Class described herein for settlement purposes only. The Parties' stipulation to class certification is contingent upon the preliminary and final approval and certification of the Settlement Class only for purposes of this Agreement. Should this Agreement not become final or not be approved by the Court, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions. Nationwide does not waive, and instead expressly reserves, its right to challenge the propriety of class certification or representative treatment for any purpose should the Court not approve this Agreement.

8. **The Parties' Agreement to Cooperate and Execute Necessary Documents.** The Parties agree to cooperate and to take all steps reasonably necessary and appropriate to effectuate the terms

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of this Agreement including to obtain a preliminary approval order and Final Approval Order of this Settlement and Judgment, , and to have Nationwide timely provide the Class Data (defined below) and fund the Gross Settlement Amount.

NOW THEREFORE, in consideration of the recitals listed above and the promises, releases, and warranties set forth below, and with the Parties' intent to be legally bound and to acknowledge the sufficiency of the consideration and undertakings set forth herein, Plaintiff, individually and on behalf of the Class Members, the PAGA Group, and the State of California LWDA, on the one hand, and Nationwide, on the other hand, agree that the Actions shall be and are finally and fully compromised and settled as to the Released Parties, on the terms and conditions set forth herein, subject to Court approval:

AGREEMENT

I. DEFINITIONS

A. Class Definition and Class Period: "**Class**," "**Settlement Class**", or "**Class Members**" means: all current and former non-exempt employees based in California and employed by either Nationwide Life and Annuity Insurance Company ("NLAIC") or Nationwide Mutual Insurance Company ("NMIC") at any time from June 13, 2021 through the earlier of the date the Court grants preliminary approval of the settlement or March 8, 2026 ("**Class Period**"), and who performed services for either NLAIC or NMIC, as applicable, in California in a non-exempt position during the Class Period in a workweek for which they have not fully released their claims pursuant to a prior court-approved settlement. Individuals who meet the foregoing criteria during the Class Period are referred to herein individually as "Class Member" or collectively as "Class Members."

B. **"Class Counsel"** means: Joseph Lavi, Vincent C. Granberry, Jeffrey D. Klein, and Margaux Gundzik of Lavi & Ebrahimian, LLP.

C. The "**Court"** shall mean, for purposes of this Agreement, the court in which Plaintiff files her motions for preliminary and final approval of the Settlement, as contemplated herein.

D. **"Effective Date".** The "**Effective Date**" of the settlement shall be the date on which all of the following events described in this paragraph have occurred: (a) the Court has conducted the Final Settlement Approval Hearing and fully and finally approved all material terms of this Settlement Agreement; (b) the Court enters a Final Approval Order granting final approval of the Settlement Agreement; (c) a Judgment has been entered in each of the Actions, and the time period to appeal each of the Judgments has been exhausted without any appeals having been filed; and (d) to the extent any timely appeal was filed, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court or the appellate courts have entered a final judgment affirming the Final Approval Order without material modification and the final judgment is no longer subject to any further appellate challenge or procedure.



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E. "**Final Approval Order**" refers to the order by the Court finally approving the Settlement following the Final Settlement Approval Hearing.

F. **NLAIC Group**. The scope of this settlement includes the following "**NLAIC Group**" defined as all current and former non-exempt employees based in California and employed by Nationwide Life and Annuity Insurance Company at any time during the Class Period and who performed services for NLAIC in California in a non-exempt position during the Class Period in a workweek for which they have not fully released their claims pursuant to a prior court-approved settlement.

G. **NMIC Group**. The scope of this settlement includes the following "**NMIC Group**" defined as all current and former non-exempt employees based in California and employed by Nationwide Mutual Insurance Company at any time during the Class Period, and who performed services for NMIC in California in a non-exempt position during the Class Period in a workweek for which they have not fully released their claims pursuant to a prior court-approved settlement.

H. **PAGA Group and PAGA Period**: "**PAGA Group**" or "**PAGA Group Members**" means all current and former non-exempt employees based in California and employed by NLAIC at any time from June 13, 2024 through the date the Court grants preliminary approval of the settlement or March 8, 2026, whichever date comes first ("NLAIC PAGA Period"), and all current and former non-exempt employees based in California and employed by NMIC at any time from one-year prior to the date of the letter filed with the LWDA on behalf of employees of NMIC through the date the Court grants preliminary approval of the settlement or March 8, 2026, whichever date comes first ("NMIC PAGA Period"), and who performed services for either NLAIC or NMIC in California in a non-exempt position during either the NLAIC PAGA Period or NMIC PAGA Period, as applicable, in a pay period for which they have not fully released their claims pursuant to a prior court-approved settlement. Individuals who meet the foregoing criteria during the NLAIC and/or NMIC PAGA Periods are referred to herein individually as "PAGA Group Member" or collectively as "PAGA Group Members."

I. "**Settlement Administrator**" refers to Apex Class Action Administration ("Apex"), the third-party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, settlement administration, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF) pursuant to U.S. Treasury Regulation Section 468B-1 for purposes of administering the Settlement.

II. PROVISIONAL APPROVAL OF THIS AGREEMENT

A. Upon execution of this Agreement, the Parties shall take the following actions:

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1. The Parties will work together to bring all of the claims being resolved by the Parties' Agreement before one court to consider, and then preliminarily and finally approve of the Parties' settlement agreement. In the interest of efficiency, the Parties intend and agree to seek court approval of the Settlement of the Actions in the court in which the Class Action is pending and agree to take all necessary steps to add all claims asserted in the PAGA Action to the Class Action. To that end, the Parties will do all of the following:

    a) Plaintiff, by and through Class Counsel, will submit an additional PAGA notice to the LWDA no later than February 12, 2026, which will allege all claims asserted in the initial PAGA notice to also be alleged as against NMIC and, once the exhaustion period has run, the Parties will file a stipulation in the Class Action requesting the Court lift the stay of the Class Action for the purpose of allowing the parties to seek settlement approval and related proceedings, and to permit Plaintiff to file a consolidated amended class and representative action complaint, which adds NMIC as a named defendant, states that Plaintiff seeks to represent employees of both NMIC and NLAIC, and will serve to consolidate all lawsuits and PAGA Letters filed by Plaintiff, and to incorporate all Released Class Claims and Released PAGA Claims and all legal theories discussed at mediation into one consolidated operative complaint.

    b) The Parties will file a joint stipulation in the PAGA Action requesting that the court enter a stay of all proceedings pending settlement approval and set a status conference for July 7, 2026, or the next available date on the Court's calendar.

    c) The stipulations filed in both actions will also provide that, in the event the Court does not grant final approval of the class/PAGA action settlement, the Parties return to status quo as existed prior to the date the Parties signed this Agreement and the operative complaint in each lawsuit shall be the initial complaint filed in the Class Action and the initial complaint filed in the PAGA Action. In the event the Court does not approve of the Parties' procedural stipulation(s) as described in this Paragraph, the Parties agree to, by and through their respective attorneys, meet and confer in good faith and take all necessary steps to accomplish the intent of this Paragraph. Counsel for Nationwide will prepare the stipulations and amended pleadings described in this Paragraph for review by Class Counsel no later than April 21, 2026. In the event the Court does not approve of the Parties' procedural stipulation(s) as described in this Paragraph, the Parties agree to meet and confer in good faith and take all necessary steps to accomplish the intent of this Paragraph.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

2. Plaintiff, through Class Counsel, will prepare a motion requesting that the Court enter a preliminary approval order preliminarily approving the proposed settlement, certifying the requested class for settlement purposes only, approving the form of notice and authorizing the mailing of notice to class members, designating Class Counsel (as defined above) as Class Counsel for purposes of settlement approval and Plaintiff as the Class Representative, appointing a settlement administrator, and setting a date for the final approval hearing. Plaintiff, by and through Class Counsel, shall provide counsel for Nationwide with a draft of the preliminary approval motion and supporting papers, and proposed preliminary approval order, for review and opportunity to provide comments within thirty (30) days after the Settlement Agreement is executed and at least fifteen (15) business days prior to the filing of the motion for preliminary approval. The proposed preliminary approval order shall be provided to the Court in a form and content mutually agreed to by the Parties. The motion for preliminary settlement approval shall not be filed until after the Parties have completed the actions set forth in Paragraph II(A)(1) above and the Court has approved the pleadings and stipulations contemplated in that Paragraph. The proposed preliminary approval order shall include all of the following:

   a) Preliminarily certifying, for settlement purposes only, a Class comprising the Class Members;

   b) Preliminarily appointing, for settlement purposes only, Class Counsel;

   c) Preliminarily appointing, for settlement purposes only, Plaintiff, as the class representative;

   d) Appointing and approving Apex as the Settlement Administrator;

   e) Provisionally approving all terms of this Agreement and finding that such terms are sufficient to warrant sending notice of settlement to Class Members;

   f) Prohibiting Class Counsel from violating the confidentiality provisions of this Agreement and soliciting or otherwise communicating with Class Members except as expressly permitted under this Agreement;

   g) Approving the form and content of the Notice of Proposed Settlement and Final Settlement Approval Hearing (the "**Class Notice**") which is attached to this Agreement as **Exhibit A**;

   h) Authorizing the mailing of the Class Notice to the Class Members; and

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

i) Scheduling a hearing, to occur within a reasonable period after the Response Deadline (defined below) has expired, in which the Court will hear Plaintiff's motion requesting the Court to fully and finally approve this Agreement and the settlement herein, and enter judgment (the "**Final Settlement Approval Hearing**").

Nationwide does not intend to oppose Plaintiff's Motion for Preliminary Approval provided such motion and supporting papers are consistent with the terms of this Agreement.

B. **Notice of Settlement to Appropriate Government Officials.** Pursuant to California Labor Code section 2699(s)(2), Plaintiff, by and through Class Counsel, will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court, a copy of the Court's judgment, copies of any other orders that award or deny penalties, and a copy of the operative Complaint.

This Agreement is contingent upon entry of the Final Approval Order by the Court that is consistent with the terms and conditions specified in this Agreement. However, the Parties agree and acknowledge that the Court may condition the Final Approval Order on modification of this Agreement, which shall not be the basis for nullifying and voiding the Settlement unless the required modification is material (including but not limited to modifications to the Gross Settlement Amount or release provisions of this Agreement) and the Parties have exhausted all efforts to address the Court's concerns as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Enhancement Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph. This Agreement shall become null and void in the event the Court for any reason refuses to enter the orders specified in Section II(A)(2) after all opportunities granted by the Court to the Parties for amendment have been exhausted. In the event the Court for any reason refuses to enter such orders, the Parties agree to cooperate in good faith to resolve any issues addressed by the Court, and exhaust all possible solutions to obtain the Court's approval. If the Parties cannot agree on how to address issues raised by the Court to obtain approval of this Agreement or the relief specified in this Section II, then they will seek the assistance of the mediator for resolution.

III. ALLOCATION OF GROSS SETTLEMENT AMOUNT

A. The following are material conditions to be satisfied before and as a condition to payment of the Gross Settlement Amount (defined below):

1. Execution of this Agreement by all signatories.

2. The Court has conducted a Final Settlement Approval Hearing and fully and finally approves all material terms of this Agreement.

3. A Final Approval Order and judgment including all of the provisions identified in Section X(A)(3) is entered by the Court and the Effective Date has passed.

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

4. The PAGA Action is dismissed as described in Section X.

B. **Gross Settlement Amount. "Gross Settlement Amount"** means the maximum settlement amount of Two Hundred Fifty Thousand Dollars ($250,000.00) (the "**Gross Settlement Amount**") to be paid by Nationwide on the condition that all of the material conditions set forth above in Section III(A) have occurred, in full satisfaction of all claims released under this Agreement, and includes all individual payments to Class Members and PAGA Group Members, Enhancement Payment to Plaintiff, the PAGA Settlement Amount (defined below), Attorneys' Fees and Costs to Class Counsel, payment of settlement administration fees and costs to the Settlement Administrator, and any other costs or expenses related to the settlement incurred by either Plaintiff, Nationwide, or the Parties' counsel. Nationwide shall be separately responsible for employer-side payroll taxes (including, without limitation, FUTA, SUTA and the employer portion of FICA, Medicare and any applicable state or local employment taxes) which shall not be paid from the Gross Settlement Amount. The Parties agree that, subject to this paragraph and Section XIII(B), neither the Court nor the claims administrator shall have any power to increase the Gross Settlement Amount and under no circumstances shall Nationwide be obligated to pay any amount over the Gross Settlement Amount under the terms of this Agreement except as provided for in this Agreement. This Settlement shall be a non-reversionary Settlement. None of the Gross Settlement Amount will revert to Nationwide.

C. **PAGA Penalties.** The Parties agree that Defendant will pay a total of Twenty Five Thousand Dollars ($25,000.00) from the Gross Settlement Amount to PAGA Group Members and the California Labor & Workforce Development Agency ("LWDA") in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged or could have been alleged to have been violated based on the facts alleged and theories asserted in the complaints and notices to the LWDA filed by Plaintiff in the Actions ("PAGA Settlement Amount"). Pursuant to PAGA, Sixty Five Percent (65%) of the PAGA Settlement Amount will be paid to the LWDA, and the remaining Thirty-Five Percent (35%) will be paid to all PAGA Group Members. The 35% to be paid to PAGA Group Members shall be distributed based on the number of pay periods in which the PAGA Group Member worked during the NLAIC or NMIC PAGA Period (as applicable) compared to the aggregate number of pay periods in which all PAGA Group Members worked during the NLAIC and NMIC PAGA Periods. There are no opt-out rights with respect to the PAGA portion of this Settlement. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount proportionate to the number of pay periods with working hours that he or she worked during the applicable PAGA Period(s), subject to Court approval ("Individual PAGA Amounts"). All PAGA Group Members will receive at least a minimum Individual PAGA Amount equivalent to the figure paid to those PAGA Group Members who worked in at least one week during the PAGA Period in accordance with the methodology set forth in Section VIII(E) herein. The Court's reduction or increase of the PAGA

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

Settlement Amount is not a material term of this Agreement. If the Court approves a lesser amount or a higher amount than that requested by Class Counsel for the PAGA Settlement Amount, the Parties will not object to such determination, the other terms of this Agreement shall apply and the Net Settlement Amount (defined below) to be distributed to the Class Members will be adjusted accordingly.

D. **Enhancement Payment.** From the Gross Settlement Amount, up to $10,000.00 will be allocated to Plaintiff for initiating the Actions and providing services in support of the Actions ("**Enhancement Payment**"). The Enhancement Payment is in addition to any Individual Settlement Payment Plaintiff is entitled to receive as a Participating Class Member. Nationwide will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. If the Court approves an Enhancement Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount (defined below). Plaintiff agrees that the Settlement Administrator will not withhold any taxes from the Enhancement Payment, will issue a Form 1099 or other appropriate tax form consistent with the classification of the Enhancement Payment. Plaintiff acknowledges and agrees that Nationwide and its counsel have made no representations regarding the proper tax treatment of the Enhancement Payment. Plaintiff agrees, covenants, and represents that Plaintiff shall be solely responsible for paying any taxes and penalties payable on the Enhancement Payment and that Plaintiff shall indemnify and hold Nationwide and the Released Parties (defined below) harmless from any claims, demands, actions, causes of action, losses, costs, attorneys' fees, penalties, or expenses arising from any classification of the Enhancement Payment as taxable income.

E. **Attorneys' Fees and Costs.** "**Attorneys' Fees and Costs**" means the amount allocated to Class Counsel for the work they have performed in furtherance of the Actions and for reimbursement of litigation expenses incurred to prosecute the Actions. Subject to Court approval, the following payments are to be made from the Gross Settlement Amount to Class Counsel: (i) attorneys' fees actually awarded by the Court in an amount not to exceed thirty-three percent (33%) of the Gross Settlement Amount (i.e., $82,500.00) ("**Attorneys' Fees**"); and (ii) Plaintiff's verified actual litigation costs and expenses actually awarded by the Court ("**Litigation Costs**"). Nationwide will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will issue one or more IRS 1099 Forms in connection with the payment of the Class Counsel Attorneys' Fees and Attorneys' Costs.

F. **Settlement Administration Costs.** The costs of the Settlement Administrator, including those costs incurred in mailing the Class Notice to the Class Members as required by this Agreement, will be paid from the Gross Settlement Amount and shall not exceed Four Thousand Eight Hundred and Ninety Dollars ($4,890.00) based on a written bid received from the Settlement Administrator obtained by the Parties. All disputes relating to the Settlement Administrator's performance of its

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duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary. To the extent the Settlement Administration Costs are less or the Court approves payment less than $4,890.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

G. **Payments to Participating Class Members.** The "**Net Settlement Amount**" means the portion of the Gross Settlement Amount remaining after subtracting the following payments: Attorneys' Fees and Costs to Class Counsel actually awarded by the Court, the Enhancement Payment to Plaintiff actually awarded by the Court, payment to the Settlement Administrator for settlement administration fees and costs, and the PAGA Settlement Amount. The Net Settlement Amount will be distributed to "**Participating Class Members**" (i.e., those Class Members who do not submit valid Requests for Exclusion).

1. **Net Settlement Amount Allocation**. Eighty percent (80%) of the Net Settlement Amount shall be allocated as payment to the NLAIC Group as settlement of the class claims released under this Settlement (the "NLAIC Settlement Amount"), and the remaining twenty percent (20%) of the Net Settlement Amount shall be allocated as payment to the NMIC Group as settlement of the class claims released under this Settlement (the "NMIC Settlement Amount").

   a) **Individual NLAIC Group Member Payments**. Payments made to NLAIC Group Members shall be made from the NLAIC Settlement Amount according to the following formula: NLAIC Settlement Amount divided by the total of the number of workweeks worked during the Class Period by participating NLAIC Group Members ("NLAIC Workweek Payment Rate"), excluding workweeks that are fully covered by prior releases, multiplied by the number of workweeks worked during the Class Period by the individual NLAIC Group Member at issue in a non-exempt position in California, excluding workweeks that are fully covered by prior releases, less applicable withholdings ("Individual NLAIC Group Member Payments"). Every NLAIC Group Member will be paid a minimum of one workweek's worth of the NLAIC Settlement Amount. The Parties have agreed that Individual NLAIC Group Member Payments will be allocated as follows: 25% allocated to wages and 75% allocated to penalties and interest.

   b) **Individual NMIC Group Member Payments**. Payments made to NMIC Group Members shall be made from the NMIC Settlement Amount according to the following formula: NMIC Settlement Amount divided by the total of the number of workweeks worked during the Class Period by participating NMIC Group Members ("NMIC Workweek Payment Rate"), excluding workweeks that are fully covered by prior releases, multiplied by the number of

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

workweeks worked during the Class Period by the individual NMIC Group Member at issue in a non-exempt position in California, excluding workweeks that are fully covered by prior releases, less applicable withholdings ("Individual NMIC Group Member Payments"). Every NMIC Group Member will be paid a minimum of one workweek's worth of the NMIC Settlement Amount. The Parties have agreed that Individual NMIC Group Member Payments will be allocated as follows: 25% allocated to wages and 75% allocated to penalties and interest.

IV. SETTLEMENT ADMINISTRATOR

A. **Appointment of Settlement Administrator.** The Parties request that the Court appoint Apex as Settlement Administrator. The Settlement Administrator will be responsible for the administration of the settlement terms set forth herein, and all related matters. Among other responsibilities, the Settlement Administrator will publish notice of the settlement to Class Members through the distribution of written notice to Class Members based on the list provided by Nationwide, and issue to Class Members who do not opt-out an IRS Form W-2 and IRS Form 1099 for all amounts paid under this settlement as appropriate, making all deductions and withholdings required under law. The Settlement Administrator will calculate and disburse all payments due under this Settlement Agreement. The Individual PAGA Amount paid to PAGA Group Members will be issued separately from the Individual Payment, if any. The Settlement Administrator will also mail a check for 65% of the PAGA Payment to the LWDA for settlement of the PAGA claim. The Settlement Administrator will also issue a 1099 form to Class Counsel for sums they received under this Agreement as awarded by the Court, In addition, the Settlement Administrator will notify the Parties of timely and untimely Objections and requests for exclusion received; notify the Parties of any disputes by Class Members of the number of Individual Work Weeks and/or persons claiming to be Class Members and resolve any disputes resulting from same; make all other required settlement payments and tax remissions pursuant to the terms of this Agreement and as directed by the Court; and perform such other duties as are described in this Agreement and/or as are customarily performed by settlement administrators. Among its other duties as described in this Agreement, the Settlement Administrator shall provide counsel for the Parties with a weekly report showing the number of opt-outs and Objections received as well as declarations as required by the approval process of this Settlement. The Parties agree to provide any reasonable information requested by the Settlement Administrator needed to effectively administer the settlement.

V. NOTICE OF SETTLEMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. **Class Data for Settlement Administrator.** Within **thirty (30) calendar** days after entry of the Court's preliminary approval order that includes all of the provisions identified in Section II(A)(2), Nationwide shall provide to the Settlement

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

Administrator the following information for each Class Member and/or PAGA Group Member in a password-protected Microsoft Excel format: name, last known address, Social Security number, and the number of Individual Workweeks and/or Individual PAGA Pay Periods attributable to each Class Member/PAGA Group Member ("**Class Data**"). To protect Class Member's 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, restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement, and under no circumstances shall the Administrator provide the Class Data to Class Counsel.

1. Within three (3) calendar days of receipt of the Class Data by the Settlement Administrator, the Settlement Administrator shall notify Class Counsel that the Class Data has been received and provide to Class Counsel, without revealing any confidential information (such as names, Social Security Numbers, contact information, or other personally identifiable information), the number of Class Members along with the total Workweeks worked by all Class Members.

B. **Confidentiality Of Class Member Contact Information And Data.** The contact information is being provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Class Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. The Settlement Administrator shall return the Class Data to Defendant or confirm its destruction upon completion of the Settlement Administrator's duties.

C. **Mailing Of Class Notice**. The Settlement Administrator shall mail the Class Notice to Class Members **within fourteen (14) calendar days** of receiving the Class Data from Nationwide. The Settlement Administrator shall send the Class Notice via First Class U.S. Mail, using the most current, known mailing address for each Class Member and PAGA Group Member based on information provided by Nationwide. Upon receipt of this information from Nationwide, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

D. **Re-mailing Of Returned Notices**. Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes. Following this procedure, the Settlement Administrator shall perform a re-mailing via First Class U.S. Mail **within three (3) business days**. It shall be presumed that those Class Members whose re-mailed Class Notices are not returned to the Settlement Administrator as

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undeliverable within **thirty (30) calendar days** after re-mailing, actually received the Class Notice to the maximum extent permitted by law. The Settlement 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.

E. **Content Of The Notice Of Class Action Settlement**. The Class Notice shall be in the form mutually agreed to by the Parties attached to this Agreement as **Exhibit A**. The Class Notice, among other things, informs Class Members of their right to decline to participate in the class action portion of the settlement established by this Agreement, so long as the Class Member submits to the Settlement Administrator a valid Request for Exclusion on or before the Response Deadline (defined below), accurately describes the scope of the release, provides all deadlines and material terms of the Settlement, Class Counsel's contact information, a URL to a website maintained by the Settlement Administrator that has links to the Class Notice and the most important publicly filed documents in the case; and for persons who wish to review the Court's docket in this case, the URL for the Court's electronic filing and service website. The Class Notice also states that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims. It shall be presumed that each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable **within thirty (30) calendar days** after mailing or remailing (as described above in Section V(D)) actually received it to the maximum extent permitted by law.

F. **Proof Of Mailing**. **At least 16 court days** prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide a finalized and executed declaration of due diligence and proof of mailing with regard to mailing of the Class Notice to Class Counsel and Nationwide's Counsel, which Plaintiff, by and through Class Counsel, shall in turn provide to the Court. **No later than 10 business days** before the final executed declaration is due to be filed by Class Counsel, which is at least 16 days prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Nationwide's Counsel a final draft of the declaration for review.

G. The Parties shall, and hereby do, direct their respective counsel not to attempt in any way to initiate contact or initiate communications with any Class Member other than through the Class Notice, to discuss the Settlement, except as provided in this Agreement and to the extent any Class Member identified by the Settlement Administrator as to whom the Class Notice is believed by the Settlement Administrator to have been undeliverable, in which case counsel for Nationwide may make reasonable attempts to secure accurate contact information for such Class Member. Plaintiff shall, and hereby does, direct Class Counsel to abide by all the terms of this paragraph as if they were a party to this Agreement. A violation of the prohibitions included in this provision by Class Counsel will constitute a breach by Plaintiff of this provision. Notwithstanding the foregoing: (i) Class Counsel may respond to questions about the Settlement by Class Members who



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contact Class Counsel; (ii) counsel for the Parties may respond to questions by the Settlement Administrator about specific claims or questions of Class Members; and (iii) Nationwide may communicate with its employees and the Class Members to discuss or describe the Settlement as set forth in this Agreement provided that such communications shall not interfere with or discourage participation in the Settlement.

VI. THE OPT-OUT PROCEDURE

A. **Class Members' Consideration Period**. The Class Notice shall state that Class Members who wish to exclude themselves from, or "opt out" of, the class action portion of the Settlement must submit a signed, written Request for Exclusion to the Settlement Administrator ("**Request for Exclusion**"). The deadline to submit a Request for Exclusion is **60 calendar days** from the original date that the Class Notice was mailed (the "**Response Deadline**") (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent either by fax or by mail and be postmarked to the Settlement Administrator at the address listed in the Class Notice on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted requests for exclusion.

B. **No right to opt out from PAGA settlement**. The Class Notice shall state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount consistent with the calculation set forth in Section VIII(E) herein.

C. **Opt-Out Procedures.** A Class Member who wishes to opt out of the class portion of the Settlement shall send a Request for Exclusion to the Settlement Administrator, which is a letter setting forth their name, the last four digits of the Social Security number of the Class Member requesting exclusion, the case name and number *Terica Funes v. Nationwide Life and Annuity Insurance Company,* Los Angeles County Sup. Ct. Case No. 25STCV17294 and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, the Request for Exclusion must: (i) reasonably communicate the Class Member's election to be excluded from the class portion of the Settlement and contain sufficient Class Member identifying information; (ii) be signed by the Class Member; and (iii) be postmarked or fax stamped by the Response Deadline and submitted to the Settlement Administrator at the specified address or fax number. All Class Members who do not timely submit a valid Request for Exclusion shall be bound by the terms and conditions of this Agreement including the release of

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claims described herein, and shall also be bound by any Court orders related to this Agreement.

D. **Effect of Opt-Out.** Class Members who successfully submit a Request for Exclusion ("**Non-Participating Class Member**") will not be entitled to a settlement payment for the class portion of this Settlement, and will not be bound by the class action release of this Agreement. To the maximum extent permitted by law, any Class Member who opts out of the Settlement may not object to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Class Member's Request for Exclusion will be deemed to invalidate the Objection. Class Members who submit valid and timely requests to opt out of the Settlement shall not receive a payment for settlement of Class claims pursuant to the Settlement, nor shall such Class Members be bound by the terms of the Settlement of their individual claims against Nationwide pursuant to this Settlement. However, Class Members who submit a valid Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Group Payment in settlement of PAGA claims pursuant to the terms of this Agreement. Class Members who receive a Class Notice (or to whom the Class Notice is sent and not returned to the Settlement Administrator as undeliverable) but do not submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed Participating Class Members and shall be bound by all terms of the Settlement and any Final judgment entered by the Court if the Settlement is approved by the Court.

E. The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. If a submitted Request for Exclusion is defective or incomplete, the Settlement Administrator will promptly notify the Class Member of the defect or deficiency and permit the Class Member fourteen **(14) days** from the date of the mailing of the deficient form or the Response Deadline to cure the defect (the "**Cure Deadline**"), whichever is later. Notwithstanding the foregoing, any Request for Exclusion that is cured will not be considered effective unless: (i) the original Request for Exclusion was postmarked or delivered by the Response Deadline; and (ii) the cured Request for Exclusion was postmarked or delivered by the Cure Deadline. Class Members shall only be permitted one opportunity to cure a defective Request for Exclusion.

F. Unless otherwise permitted by this Agreement, only the Settlement Administrator has the right to contact Class Members who submit a Request for Exclusion. The Settlement Administrator shall not interfere with any Class Member's right to submit a Request for Exclusion and shall communicate with a Class Member solely for purposes of determining the validity, completeness, and any defect in a submitted Request for Exclusion. The Settlement Administrator shall not have the authority to extend the Response Deadline or Cure Deadline except as directed by the Court or otherwise agreed to by the Parties in writing. The Settlement Administrator shall provide weekly updates concerning the status to both Class

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Counsel and counsel for Nationwide, which will not in any way hamper or impede the right of Class Members to submit Requests for Exclusion.

G. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement or to appeal from the Final Approval Order.

VII. OBJECTING TO THE SETTLEMENT

A. **Objection Rights.** Class Members who wish to object to the Settlement may do so in writing by submitting a written objection ("**Objection**") to the Settlement Administrator within the Response Deadline. Class Members may also appear at the Final Approval Hearing and present their objection orally, regardless of whether the Class Member submitted an Objection to the Settlement Administrator. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an Objection is timely submitted. The Settlement Administrator shall provide all such Objections to Class Counsel and Nationwide's counsel promptly upon receipt. The Court retains final authority with respect to the consideration and admissibility of any Class Member's Objections. Plaintiff and Nationwide may respond in writing to any written Objections by **no later than seven (7) calendar days** before the Final Settlement Approval Hearing (or some other number of days as the Court shall specify) unless the Objection is received at a later time. Plaintiff and Nationwide may respond to Objections orally at the Final Settlement Approval Hearing.

B. **Objection Procedures.** The Objection must: (a) contain the case name *Terica Funes v. Nationwide Life and Annuity Insurance Company,* Los Angeles County Sup. Ct. Case No. 25STCV17294; (b) contain the Class Member's full name and signature, and the last four (4) digits of their Social Security number; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail to the Settlement Administrator, postmarked on or before the Response Deadline. These instructions, as well as information regarding how to appear will be communicated in the Class Notice.

C. Class Members who object to the Settlement may still participate in the Settlement. A Class Member who objects, but does not submit a Request for Exclusion, will remain a Participating Class Member. Accordingly, if the Court approves the Settlement, such Class Members will be bound by the terms of the Settlement in the same way as the Class Members who did not object. Only those Class Members who opt-out will not be bound by the class action portion of this Agreement.

D. 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's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiff.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

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

F. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written Objections to the Settlement or to appeal from the Court's Final Approval Order and judgment thereon.

G. **Objecting Class Members Not Entitled to Attorneys' Fees**. The Parties expressly agree that objecting Class Members are not entitled to recover any attorneys' fees or costs from Class Counsel's fee award. This Agreement specifically bars recovery of Attorneys' Fees and Costs for objectors even if the objection has added genuine value to the Settlement. Furthermore, nothing in this Agreement, express or implied, creates any obligation on the part of Nationwide to pay any attorneys' fees or costs to an objector, even if such fees and costs are ordered to be paid by the Court.

H. **Waiver of Objection Rights.** To the fullest extent permitted by law, Class Members who fail to submit Objections in the manner specified in the Class Notice and/or fail to appear in Court to present verbal objections at the Final Approval Hearing shall be deemed to have waived any Objections and shall be foreclosed from making any Objection, whether by appeal or otherwise, to this Agreement. To the maximum extent permitted by law, the Parties agree that only the Parties and/or Class Members who file a valid and timely Objection maintain the right to appeal. If the objecting Class Member does not formally intervene in the Actions or move to set aside the judgment and/or the Court rejects the Class Member's Objection, the Class Member will still be bound by the terms of this Agreement.

I. **Binding Effect of Settlement.** Although some Class Members might not receive the Class Notice or timely submit a Request for Exclusion, as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the Final Approval Order and judgment to the maximum extent permitted by law.

VIII. CALCULATION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA GROUP

A. Upon receipt of the Class Data, and prior to the mailing of the Class Notice, the Settlement Administrator shall review the information submitted by Nationwide to confirm the number of Workweeks of each Class Member during the Class Period ("**Individual Workweeks**") for purposes of performing the calculations of Individual Settlement Payments (defined below). For purposes of this Agreement, a "**Workweek**" shall be defined as a 7-day week, beginning on Monday at 12:00:00 a.m. and ending on Sunday at 11:59:59 p.m., during which a Class Member employed by Nationwide received compensation for regular hours worked and/or performed work as a nonexempt employee for at least one day in the Workweek for work actually performed in California during the Class Period, but shall not include

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

any workweeks for which a Class Member was on a paid or unpaid leave of absence, and excludes any workweeks fully covered by a prior release.

B. The Settlement Administrator shall thereafter provide to Nationwide's counsel and Class Counsel the total number of Class Members and Workweeks in the Class Data.

C. **No Claims Process**. This Settlement does not require Class Members to submit a claim form to participate in the Settlement.

D. **Individual Settlement Calculations and Payments**. No claims process shall be required of Plaintiff or Class Members in order to participate in the Settlement. Calculations of Individual Settlement Payments will be made as follows and shall be included in the Class Notice to each Class Member and based on the assumption that no Class Member opts out:

1. **Individual NLAIC Group Member Payments**. Payments made to NLAIC Group Members shall be made from the NLAIC Settlement Amount according to the following formula: NLAIC Settlement Amount divided by the total of the number of workweeks worked during the Class Period by participating NLAIC Group Members ("NLAIC Workweek Payment Rate"), excluding workweeks that are fully covered by prior releases, multiplied by the number of workweeks worked during the Class Period by the individual NLAIC Group Member at issue in a non-exempt position in California, excluding workweeks that are fully covered by prior releases, less applicable withholdings ("Individual NLAIC Group Member Payments"). Every NLAIC Group Member will be paid a minimum of one workweek's worth of the NLAIC Settlement Amount. The Parties have agreed that Individual NLAIC Group Member Payments will be allocated as follows: 25% allocated to wages and 75% allocated to penalties and interest.

2. **Individual NMIC Group Member Payments**. Payments made to NMIC Group Members shall be made from the NMIC Settlement Amount according to the following formula: NMIC Settlement Amount divided by the total of the number of workweeks worked during the Class Period by participating NMIC Group Members ("NMIC Workweek Payment Rate"), excluding workweeks that are fully covered by prior releases, multiplied by the number of workweeks worked during the Class Period by the individual NMIC Group Member at issue in a non-exempt position in California, excluding workweeks that are fully covered by prior releases, less applicable withholdings ("Individual NMIC Group Member Payments"). Every NMIC Group Member will be paid a minimum of one workweek's worth of the NMIC Settlement Amount. The Parties have agreed that Individual NMIC Group Member Payments will be allocated as follows: 25% allocated to wages and 75% allocated to penalties and interest.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

For purposes of this Agreement, Individual NLAIC Group Member Payments and Individual NMIC Group Member Payments are collectively referred to herein as "**Individual Settlement Payments**" and an "Individual Settlement Payment" means either an Individual NLAIC Group Member Payment or Individual NMIC Group Member Payment, depending on whether the individual Participating Class Member worked for NLAIC or NMIC.

E. **Calculation of PAGA Group Members' Individual Share of PAGA Group Payment**. Each PAGA Group Member's individual share of the PAGA Group Payment shall be calculated on a pro rata basis, based on the following formula: To determine each PAGA Group Member's Individual PAGA Amount, the Settlement Administrator will use the following formula: (a) dividing the amount of the PAGA Group Payment ($8,750.00) by the total number of pay periods in which all PAGA Group Members worked during the NLAIC and NMIC PAGA Periods ("**PAGA Group Pay Periods**"), and (b) multiplying the result by the PAGA Group Member's Individual Pay Periods worked during the NLAIC or NMIC PAGA Period (as applicable) ("**Individual PAGA Pay Periods**"). There are no opt-out rights with respect to the PAGA portion of this Settlement. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount proportionate to the number of pay periods with working hours that he or she worked during the applicable PAGA Period(s), subject to Court approval ("**Individual PAGA Amounts**"). All PAGA Group Members will receive at least a minimum Individual PAGA Amount equivalent to the figure paid to those PAGA Group Members who worked in at least one week during the PAGA Period.

The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken. For purposes of this Agreement, a "**Pay Period**" shall be defined as any pay period during the PAGA Period in which a PAGA Group Member employed by Nationwide received compensation for regular hours worked and/or performed work as a nonexempt employee for work actually performed in California for at least one day in the pay period but shall not include any full pay periods for which a PAGA Group Member was on a paid or unpaid leave of absence or performed no work, and excludes any pay periods fully covered by a prior release.

F. **Procedures for Class Members to Dispute Workweek Calculations:**

Nationwide's records shall be determinative with respect to the number of Individual Workweeks for the Class Member and shall be presumptively valid, subject to this Section VIII(F). If a Class Member disagrees with the number of Individual Workweeks or Individual PAGA Pay Periods listed in his/her/their Class Notice, the Class Member may dispute the number of Individual Workweeks and/or PAGA Pay Periods by communicating with the Settlement Administrator via fax or mail by no later than the Response Deadline. The Class Member must provide the Settlement Administrator with a written statement explaining the basis for such dispute and supporting documentation, if any. In the absence of any contrary evidence, the Settlement Administrator is entitled to presume that the Individual Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all disputes to calculation of Individual Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the disputes.

IX. TAX ALLOCATION

A. The Individual Settlement Payments to Class Members shall consist of the following: (i) 25% wages and (ii) 75% interest and penalties. Nationwide will be responsible for the employer's share of payroll taxes on W-2 income, separate and apart from the Gross Settlement Amount.

B. Because 25% of the gross amount of the Individual Settlement Payments to Class Members constitutes compensation for past services rendered, it shall be considered wages. Accordingly, the Settlement Administrator shall: (i) withhold from the applicable portion of the Individual Settlement Payment the Class Member's share of all appropriate payroll taxes, including federal and state income taxes; (ii) issue to each Class Member and appropriate taxing authorities a Form W-2 statement or its equivalent with respect to the appropriate portion of the Individual Settlement Payment; (iii) issue a Form-1099 to each Class Member and appropriate taxing authorities with respect to the portions of the Individual Settlement Payment representing penalties and interest and, to the extent a Class Member is also a PAGA Group Member, the individual share of the PAGA Payment; and (iv) notify Nationwide of its share of any payroll taxes attributable to the employer for the 25% of the gross amount allocated to wages, which amount will be paid separately from the Gross Settlement Amount.

C. **Allocation of Individual Settlement Payment Not Material.** The Court's approval of the allocation of the Individual Settlement Payment for Form 1099 income and Form W-2 income is not a material term of this Agreement. If the Court does not approve or approves a different allocation of the Individual Settlement Payments, the Agreement shall remain intact and all other terms of this Agreement shall apply.

D. Neither Nationwide nor its counsel, nor Class Counsel makes any representation, and has made no representations as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Nationwide or its counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Class Members understand and agree that Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and any Class Member who receives any payment under this Agreement should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments they receive under the Settlement.

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

X. FINAL SETTLEMENT APPROVAL HEARING

A. Within the time frame set by the Court, Plaintiff, by and through Class Counsel, shall file a motion for final settlement approval and lodge a proposed order granting final approval and proposed final judgment. Plaintiff, by and through Class Counsel, shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Settlement Approval Hearing so that the Court will have a sufficient basis upon which to evaluate and approve the settlement:

1. A final declaration by the Settlement Administrator listing the following information: (i) attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing and re-mailing of the Class Notice (as applicable), the Class Notices returned as undelivered and attempts to locate Class Members; (ii) the total number of Requests for Exclusion the Settlement Administrator received (both valid and invalid) and a list of the names (with no other identifying information) of all persons who submitted timely and valid Requests for Exclusion; (iii) the number of Objections received and attaching copies of the Objections received so the Court can evaluate the merits of the Objections; and (iv) any other information required by the Court.

2. A duly noticed motion for final approval, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the Settlement documented by this Agreement is fair, adequate and reasonable.

3. A Proposed Final Approval Order and judgment for the Court's signature, approving the material terms of the Settlement documented by this Agreement and confirming the release(s) herein. The Final Approval Order will include the full text of the class and PAGA releases. This judgment will constitute a binding and final resolution of any and all claims by any Class Members who do not opt-out. The Parties shall jointly prepare the proposed final approval order and judgment to be submitted in the form mutually agreed to by the Parties.

4. The Parties agree that within five business days after the date the Final Approval Order and Judgment is entered by the Court in the Class Action, the Parties shall file a joint stipulation for the dismissal of the PAGA Action based on the judgment entered in the Class Action. The Parties agree to take any other necessary steps to dismiss the PAGA Action, with fees and costs to be borne separately by each party. Class Counsel shall not be entitled to recover any additional fees or costs in the PAGA Action, including any fees for undertaking the dismissal described in this paragraph.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

5. The Parties will cooperate to finalize the motion for final settlement approval and supporting papers to be prepared by Class Counsel. Plaintiff, by and through Class Counsel, shall provide a draft of the motion for final settlement approval and supporting papers, and an opportunity to provide comments thereto, to Nationwide's counsel at least fifteen (15) business days prior to the filing deadline for the motion. Plaintiff, by and through Class Counsel, shall not file a motion for final settlement approval without first confirming with counsel for Nationwide that Nationwide has no objection to any matters stated within the [proposed] Order and Judgment and that Nationwide has no further comments to other final approval papers.

6. The Motion for Final Settlement Approval will include Class Counsel's applications for Attorneys' Fees and Costs and the Enhancement Payment. However, the Court's decision to award less than the amounts requested for Class Counsel's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiff does not constitute a material modification to the Agreement and will not terminate this Agreement.

XI. PAYMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. No later than **fourteen (14) calendar days** after the Effective Date (defined in Section I(D), Nationwide shall ensure a wire transfer to a bank account designated by the Settlement Administrator is effectuated for the Gross Settlement Amount plus Nationwide's separate portion of the employer-side payroll taxes. No later than **thirty (30) calendar days** after the Effective Date, the Settlement Administrator shall issue payments to Class Members and/or PAGA Group Members pursuant to the terms of this Agreement from the above-mentioned designated bank account and issue all necessary and proper tax forms.

B. The Settlement Administrator shall mail the Individual Settlement Payments and Individual PAGA Payments by First Class U.S. Mail to each Class Member's and/or PAGA Group Member's last known address, postage prepaid. Checks shall be valid for **180 calendar days** from the date of mailing (the "**Check Cashing Deadline**"), and the face of each check shall prominently state the Check Cashing Deadline, when the check will be voided. Class Members who do not cash their settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member received his, her, or their Individual Settlement Payment (and PAGA Group Member payment, if applicable) on the date the payment was deposited in the United States mail, unless the payment is returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned by the post office with a forwarding address will be re-mailed within **five (5) calendar days** by the Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address 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

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

Settlement Administrator with Participating Class Members, and it shall then perform a re-mailing within **7 calendar days** of receiving a returned check. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.

C. In accordance with California Code of Civil Procedure Section 384, any checks returned to the Settlement Administrator by the post office as undeliverable after the Settlement Administrator takes steps set forth above, and all funds from checks that are not cashed by the Check Cashing Deadline, shall be distributed as follows:

1. The amount of any Individual Settlement Payments and Individual PAGA Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the checks for Individual Settlement Payments and/or Individual PAGA Payments will be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., in the name of and for the benefit of the individual who did not cash his or her check, until such time that he or she claims his or her property or as otherwise required by law. The Participating Class Member and/or PAGA Group Member will nonetheless remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Class Members, whether or not they all cash their Individual Settlement Payments and/or Individual PAGA Payments.

2. The Settlement Administrator shall notify the Parties' counsel of the total amount that was actually paid to the Class Members and the amount of funds that are unclaimed.

3. At a date set by the Court for a final accounting in accordance with California Code of Civil Procedure Section 384(b), the Parties shall advise the Court of the total amount that was actually paid to Class Members under this Agreement and the amount of funds that are unclaimed by Class Members and transmitted to the California State Controller's Unclaimed Property Fund.

D. **No Impact On Contributions To Employee Benefit Plans**. None of the payments made pursuant to this Agreement shall be considered to alter the terms or to grant any rights to additional payments under any employee benefit plans. None of the payments made pursuant to this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("**ERISA**"). Any distribution of payments to Plaintiff or Class Members shall not be considered as a payment of



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or contributed to by Nationwide or any jointly-trusteed benefit plan, or for purposes of calculating the regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

XII. PAYMENT OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL; SETTLEMENT ADMINISTRATION EXPENSES; ENHANCEMENT PAYMENT

A. No later than **thirty (30) calendar days** after the Effective Date, the Settlement Administrator shall transfer the following amounts, as awarded by the Court:

1. To Class Counsel, the amounts ordered by the Court for all attorneys' fees and costs incurred in prosecuting the Action;

2. To the Settlement Administrator, the amounts ordered by the Court for all its expenses;

3. To Plaintiff, the amount ordered by the Court for the Enhancement Payment; and

4. To the LWDA, the LWDA Payment.

XIII. RIGHT TO INCREASE GROSS SETTLEMENT AMOUNT OR CHANGE END DATE OF RELEASE PERIOD BASED ON WORKWEEKS OF CLASS MEMBERS.

A. The Parties have agreed for purposes of mediation that there are an estimated 16,628 aggregate workweeks worked by Class Members (including NMIC Class Members, excluding any weeks where all claims are fully covered by a prior release) through January 8, 2026. If the total number of workweeks through the date the Court grants preliminary approval of the settlement or March 8, 2026, whichever date comes first, increases more than 10% above 16,628 (for a total of 18,291 aggregate workweeks or more), Defendant shall have the option of either of the following Section XIII(B)(a) or (b):

a. proportionally increasing the Gross Settlement Amount based on workweeks over and above 18,291 (for example, if the number of total Class Workweeks increases by 11%, the Gross Settlement Amount shall increase by one percent). Workweeks shall include only those workweeks

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

where a Class Member rendered actual services in California as a nonexempt employee (i.e. excludes any workweeks where a Class Member was on leave or worked in an exempt position or outside of California) and excludes any workweeks fully covered by a prior release; OR

b. ending the Class Period on a date that will not result in more than 18,290 Class Workweeks in the Class Period, provided that the end date may not be set prior to the mediation date of January 8, 2026.

Defendant must make an election between options (a) and (b) above prior to the mailing of the Class Notices such that the Class Notice contains a definitive class period and Gross Settlement Amount.

B. The Parties agree that, except as set forth in this Section XIII and the employer share of payroll taxes, under no circumstances shall Defendant be obligated to pay any amount that exceeds the Gross Settlement Amount.

XIV. INVALIDATION OF AGREEMENT FOR FAILURE TO SATISFY CONDITIONS

A. In the event the Court fails to enter final judgment approving the Settlement consistent with the terms set forth in this Agreement after the Parties have exhausted all reasonable efforts to amend the Agreement to address the Court's concerns, or such final judgment is vacated or reversed, the Actions shall proceed as if no settlement had been attempted and revert back to their respective prior procedural posture as existed at the time of execution of this Agreement. In such event, nothing in this Agreement nor in any documents prepared or submitted to the Court relating to this Agreement shall be used, construed or admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in the Actions, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Actions as if this Agreement never existed. Further, in such event, the Parties shall each pay half of the costs of administration that have been incurred by the Settlement Administrator. In addition, as part of reverting to the status quo existing as of the time prior to Settlement, Plaintiff, by and through Class Counsel, shall take all necessary steps to withdraw the letter to the LWDA filed against NMIC which was undertaken solely in connection with this Settlement.

B. **Nationwide's Right to Withdraw.** If, prior to the Final Settlement Approval Hearing, the number of persons who submit valid and timely Requests for Exclusion exceeds five percent (5%) of the total number of Class Members, then Nationwide shall have the sole and absolute discretion to withdraw from this Agreement by providing written notice to Class Counsel and the Court within fourteen (14) days of receiving notice from the Settlement Administrator that 5% or more of the individual Class Members opted out of this settlement; late elections will have no effect. If Nationwide elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement.



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C. If this Agreement is terminated for failure to satisfy any of the material terms or conditions, Nationwide shall not be obligated to create or maintain any type of settlement fund and shall not be obligated to make any settlement payment to any Class Member, PAGA Group Member, LWDA, Class Counsel, or to Plaintiff.

XV. RELEASES, REPRESENTATIONS AND WARRANTIES

A. Class Member Release

1. Release of Claims by Plaintiff and Class Members. In consideration of the monetary sum provided by Nationwide and effective only upon the Effective Date and full payment by Nationwide of the Gross Settlement Amount and payroll taxes, Plaintiff and each Class Member who does not timely opt-out of the settlement, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Nationwide Life and Annuity Insurance Company, Nationwide Mutual Insurance Company, and their respective former and present parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors and independent contractors through which either NLAIC or NMIC conducts business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with NLAIC or NMIC and all persons or entities acting by, through, under, or in concert with any of them ("**Released Parties**"), from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of any provision of common law, California law and/or federal law that were pled in either Action, or Plaintiff's LWDA letters, or which could have been pled based on the facts alleged in either Action, including claims for: failure to pay all minimum and overtime wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 218.5, 218.6, 510, 1194, 1194.2, 1197, 1197.1, 1198 and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226, 226.7, 512, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to reimburse all necessary business expenses, including but not limited to expenses related to home internet usage, home phone usage, electric bill fees and/or real estate fees for work-related purposes, personal cell phone usage, costs associated with uniforms, costs incurred to use or purchase tools and/or resources for mandatory compliance with Nationwide's policies, and more (California Labor Code § 2802); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3); unfair

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competition in violation of California Business and Professions Code section 17200 et seq.; violation of the IWC California Wage Orders; failure to establish, implement, and maintain a workplace violence and injury prevention program (California Labor Code §§ 6317(d), 6401.7, 6401.9); payment of wages at a lower rate than designated by statute or contract (California Labor Code §§ 223, 225.5); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code § 246); and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof, and that arose during the Class Period ("**Released Claims**"). The Released Claims do not include claims to enforce this Agreement or the Settlement Agreement, or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

a) It is the Parties' intent that this settlement and the judgment entered thereon shall have res judicata effect precluding Plaintiff and the Participating Class Members from initiating any other proceedings regarding claims released pursuant to this Agreement.

B. **PAGA Release of Claims**

1. Release of PAGA Claims. For the avoidance of doubt, Class Members/PAGA Group Members have no opt out rights as to the PAGA portion of the settlement of the Actions. Accordingly, effective only upon the Effective Date and full payment by Nationwide of the Gross Settlement Amount and payroll taxes, and in consideration of the PAGA Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Group Members, waive, fully release and forever discharge the Released Parties from any and all claims under PAGA (Labor Code §§ 2698, et seq.) pled in the Actions, or Plaintiff's LWDA letters, or that could have been asserted based on the facts alleged in the Actions, including, but not limited to, claims for: failure to pay all minimum and overtime wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 218.5, 218.6, 510, 1194, 1194.2, 1197,1197.1, 1198 and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226, 226.7, 512, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to reimburse all necessary business expenses, including but not limited to expenses related to home internet usage, home phone usage, electric bill fees and/or real estate fees for work-related purposes, personal cell phone usage, costs associated with uniforms,

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costs incurred to use or purchase tools and/or resources for mandatory compliance with Nationwide's policies, and more (California Labor Code § 2802); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3); violation of the IWC California Wage Orders; failure to establish, implement, and maintain a workplace violence and injury prevention program (California Labor Code §§ 6317(d), 6401.7, 6401.9); payment of wages at a lower rate than designated by statute or contract (California Labor Code §§ 223, 225.5); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code § 246); and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof, that arose on or before the date of the NLAIC PAGA Period and/or NMIC PAGA Period (as applicable).

C. **General Release by Terica Funes**

Effective only upon the Effective Date and full payment by Nationwide of the Gross Settlement Amount and payroll taxes, and except as otherwise provided herein, in consideration for the promises set forth herein, Plaintiff Terica Funes, on her own behalf and on behalf of her heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses where they have a controlling ownership interest, shall waive, release, acquit and forever discharge each of the Released Parties from any and all claims of any nature, known or unknown, contingent or accrued, against all Released Parties, whether in tort, contract, or equity, including, but not limited to, the Released Claims, and any claims arising out of or relating to any work performed by Terica Funes, or of her engagement to perform any work, that arose on or before the date Plaintiff signs this Agreement.

This release includes all known and unknown claims. With full awareness and understanding of the above provisions, Terica Funes waives and relinquishes any and all rights and benefits that she may have 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."*

Plaintiff understands and agrees that this general release operates to release all claims to the fullest extent permitted by law. Nothing herein is intended to preserve any claims that are released pursuant to Sections XV(A) and (B). For the avoidance of doubt, this General Release and 1542 Waiver is expressly limited to claims that accrued on or before the date Plaintiff signs this Agreement. Likewise, this General Release and 1542 Waiver will NOT impact any claims that Funes may accrue after the date of her signature on this Agreement.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

D. Representations and Warranties by Plaintiff

Plaintiff hereby represents, covenants, and warrants that Plaintiff shall not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge or action against any of the Released Parties for any acts or omissions released under this Agreement.

E. No Misrepresentation

The Parties understand that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. The Parties accept and assume this risk, and agree that this Agreement, including specifically the releases contained herein, shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

XVI. CONFIDENTIALITY

The Parties shall keep confidential all settlement communications regarding the negotiation and drafting of the Settlement Agreement (except for purposes of enforcement). The Parties agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about the Actions. Plaintiff shall, and hereby does, direct Class Counsel not to communicate with other plaintiff's counsel about this settlement, nor issue any press, publications or media releases about this settlement (including but not limited to marketing or advertising materials, website, or social media), or have any communications with the press or media about this settlement. The Parties shall not, and shall instruct their respective attorneys to not, make any public announcements (including press releases, press interviews, internet postings, or social media posts) concerning this settlement other than seeking the court's approval of the settlement through a motion for preliminary approval and final approval. Provided, however, that the Court may be notified, if necessary, prior to the filing of the motion for preliminary approval, that "the parties have settled the case subject to court approval" while not mentioning the terms. Plaintiff's supporting declaration of Class Counsel submitted concurrently with her motion for preliminary approval shall expressly state that Class Counsel has, continues, and will continue to abide by the confidentiality provisions as-directed by Plaintiff in this Settlement Agreement. Plaintiff shall, and hereby does, direct Class Counsel to abide by all terms of this paragraph as if they were a party to this Agreement. A violation of the prohibitions included in this provision by Class Counsel will constitute a breach by Plaintiff of this provision. Notwithstanding the above, Class Counsel may communicate with Class Members for purposes of the settlement. Nothing herein shall prohibit any of the parties from disclosing information relating to the Settlement as required by law. This provision applies equally to Plaintiff.

XVII. MISCELLANEOUS PROVISIONS

A. Acknowledgment that the Settlement is Fair and Reasonable

The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Actions, which was reached after non-collusive, arm's-length negotiations and mediation and in the context of adversarial litigation, considering all relevant factors, present and potential, including the risk of continued litigation. The Parties agree, covenant, and represent that this Agreement, shall constitute a compromise of, and full accord and satisfaction of disputed claims. The Parties further



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agree, covenant, and represent that neither this Agreement nor any actions undertaken by Nationwide in satisfaction of this Agreement shall constitute, or be construed as, an admission of any liability or wrongdoing by Nationwide at any time, or as an admission by Nationwide that class certification, or litigation on a representative basis is proper in the Actions. By entering into this agreement, Nationwide does not admit liability in this Actions. Nationwide expressly denies that it has violated any law, breached any agreement or obligation to Plaintiff or the Class Members, or engaged in any wrongdoing with respect to Plaintiff or the Class Members.

B. **Representation by Counsel**

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff warrants and represents that Plaintiff is fully authorized to enter into this Agreement and the terms and conditions thereof, that there are no liens on the Agreement, and that after entry by the Court of the orders specified in this Agreement, the Settlement Administrator may distribute funds to Class Members, PAGA Group Members, Class Counsel, the LWDA, and Plaintiff as provided by this Agreement.

C. **Deadlines Set by this Agreement and Extensions of Time**

If any deadline set by this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline shall be deemed to fall on the next day that is not a Saturday, Sunday, or Court holiday. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, subject to Court approval when required.

D. **Notice**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by first class mail, or email to the undersigned persons at their respective addresses as set forth below:

Counsel for Plaintiff and the Class Members:

LAVI & EBRAHIMIAN, LLP
Joseph Lavi
jlavi@lelawfirm.com
Vincent C. Granberry
vgranberry@lelawfirm.com
Jeffrey D. Klein
jklein@lelawfirm.com
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Counsel for Defendant:

JONES DAY
Koree Wooley
kbwooley@jonesday.com
Cindi Ritchey
critchey@jonesday.com
4655 Executive Drive, 15th Floor
San Diego, CA 92121
Telephone: (858) 314-1200

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

E. **Memorandum of Understanding Superseded by this Agreement**

Upon the date that this Agreement becomes fully executed by all Parties, this Agreement shall supersede the Memorandum of Understanding between the Parties that was fully executed on January 8, 2026.

F. **No Admission of Liability**

This Settlement Agreement shall not constitute an admission on behalf of Nationwide of any form of liability, wrongdoing, or the accuracy of any allegation made by Plaintiff or Class Counsel. Nationwide expressly denies that it has violated any law, breached any agreement or obligation to Plaintiff or the Class Members or PAGA Group Members, or engaged in any wrongdoing with respect to the Plaintiff or the Class Members or PAGA Group Members. This Agreement shall not constitute an admission on behalf of Plaintiff as to the strength or validity of any of Defendant's defenses, whether or not previously raised.

G. **Incorporation by Reference**

The terms of this Agreement include the Recitals, which are incorporated by this reference as though fully set forth herein.

H. **Captions**

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

I. **Mutual Preparation**

This Agreement has been jointly prepared by the Parties and their counsel. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

J. **Waiver of Right to Appeal**

As part of this Settlement, Plaintiff waives her right to file an appeal and/or a writ or any challenge whatsoever to the terms of the impending stipulated judgments contemplated in the Actions in accordance with this Agreement.

K. **Entire Agreement**

This Agreement comprises the Parties' entire agreement. There are no other agreements, written or oral, express or implied, between the Parties with respect to the subject matter hereof except this Agreement. The Parties acknowledge that no representations, statements or promises made by any other party, or by their respective agents or attorneys, have been relied upon in entering



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into this Agreement. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

L. **Amendment or Modification**

This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by a duly authorized representative of the Parties hereto, which writing shall expressly state the intent of the Parties to modify this Agreement.

M. **Severability**

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each provision of this Agreement shall be considered severable, except for the release provisions of Section XV of this Agreement. If the Court finds the release provisions of this Agreement to be unenforceable or invalid after the Parties' efforts to resolve any issues addressed by the Court as specified in Section XVII(P), then this Agreement shall become null and void and Nationwide shall have no obligation to make any payments pursuant to this Agreement. If the Court finds any provision other than the release provisions of Section XV, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

N. **Waiver**

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

O. **Execution and Counterparts**

This Agreement, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile, email, DocuSign, VineSign, or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

P. **Binding on Successors and Assigns**

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, including Participating Class Members and the State of California, and the PAGA Group Members, as well as their respective heirs, spouses, children, assigns, executors, administrators, successors, beneficiaries, subsidiaries, conservators, representatives, attorneys, estates, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

Q. **California Law Governs**

All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

R. **Use and Return of Class Data**

Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 or similar applicable privileges, and all copies and summaries of the Class Data provided to Class Counsel by Nationwide 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 60 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 and a written request is made by Nationwide to Class Counsel, Plaintiffs shall destroy all paper and electronic versions of Class Data and other information or documents provided to Class Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement by Nationwide or the Administrator and confirm in writing to Nationwide that all such documents and data have been destroyed.

S. **Cooperation in Administration**

The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order, suggestion, or recommendation of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. The Parties' efforts to continue to cooperate and make all best efforts to obtain approval of this Agreement shall only cease after the Parties have exhausted all opportunities to amend or modify this Agreement, including seeking the assistance of the mediator, and the filing of any motions to obtain approval of this Agreement.

T. **All Terms Subject to Final Court Approval**

All amounts and procedures described in this Agreement herein will be subject to final Court approval.



Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

U. **Disputes**

If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations, but if those efforts are unsuccessful, the Court retains full jurisdiction to interpret, construe, and enforce the terms of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorney's fees and costs, including expert witness fees, in connection with any enforcement actions.

V. **Judgment and Continued Jurisdiction**

The Court shall retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and Settlement including post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.

W. **Interim Stay of Proceedings**.

The Parties agree to refrain from further litigation, except such proceedings as necessary to seek and obtain preliminary and final settlement approval. If this Agreement is not finally approved, the Parties agree that they will revert to their positions in the Actions prior to the time they entered into this Agreement, and no agreements set forth in this Agreement or any documents generated or orders issued related to this Agreement will be admissible in any future proceeding, in the Actions or in any other action.

[Signatures on Next Page]

Docusign Envelope ID: 2A570374-C918-4017-8842-4F097614E214

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFF

Dated: 05/07/2026

TERICA FUNES

DEFENDANTS

Dated: 4/29/2026 | 6:27 PM EDT

Signed by: Danyelle Stagg 09E53759F3A4449...

Name: Danyelle Stagg
Title: VP Office of Associate Relations
On behalf of NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

Dated: 4/29/2026 | 6:27 PM EDT

Signed by: Danyelle Stagg 09E53759F3A4449...

Name: Danyelle Stagg
Title: VP, Office of Associate Relations
On behalf of NATIONWIDE MUTUAL INSURANCE COMPANY

Approved as to form only

LAVI & EBRAHIMIAN, LLP

Dated: 05/07/2026

Joseph Lavi
Vincent Granberry

Attorneys for PLAINTIFF TERICA FUNES AND THE CLASS AND AGGRIEVED EMPLOYEES

JONES DAY

Dated: April 29, 2026

Koree B. Wooley
Attorneys for NATIONWIDE MUTUAL INSURANCE COMPANY and NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY