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Attorneys for Plaintiff TERICA FUNES, on behalf of herself and others similarly situated, and current and former aggrieved employees.

FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TERICA FUNES, on behalf of herself and others similarly situated,

Plaintiff,

vs.

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY; NATIONWIDE MUTUAL INSURANCE COMPANY; and DOES 1 to 100, inclusive,

Defendants.

Case No. 25STCV17294

Assigned for All Purposes:
Judge Samantha Jessner
Dept. 7

CLASS AND REPRESENTATIVE ACTION

[AMENDED ~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: October 22, 2026
Time: 11:00 A.M.
Dept.: 7

Original Complaint Filed: June 13, 2025
Second Amended Complaint Filed: July 9, 2026
Trial Date: None Set

[AMENDED ~~PROPOSED~~] ORDER

On October 22, 2026 at 11:00 A.M., this Court conducted a hearing on Plaintiff Terica Funes's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion"). Having considered the Motion and the points and authorities and declarations submitted in support of the Motion, including the Class Action and Private Attorneys General Act Settlement and Release Agreement as amended by the Amendment to Class Action and Private Attorneys General Action Settlement and Release Agreement ("Settlement Agreement" or "Settlement") entered into by Plaintiff and Defendants Nationwide Life and Annuity Insurance Company and Nationwide Mutual Insurance Company (collectively, "Defendants" or "Nationwide") (together the "Parties"), and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED, subject to the following findings and orders:

1. This Order incorporates by reference the Settlement Agreement, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.

2. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement appears to be the product of arm's-length and informed negotiations, and is fair, adequate, and reasonable, falls within the range of reasonableness, and therefore meets the requirements for preliminary approval.

3. The Court further finds that Plaintiff conducted extensive investigation and research, and that Plaintiff was able to reasonably evaluate her positions and the strengths and weaknesses of her claims and her ability to certify them. Plaintiff has provided the Court with enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

4. The Court preliminarily approves the Settlement, including all the terms and conditions set forth therein and the Gross Settlement Amount, as increased by the escalator provision (Settlement Section XIII(A)(1)), for an adjusted Gross Settlement Amount of $287,500.00, and allocation of payments. The Court finds on a preliminary basis that the Settlement

Agreement, consisting of the Class Action and Private Attorneys General Act Settlement and Release Agreement attached to the Supplemental Declaration of Malcolm Clayton as Exhibit 1, as amended by the Amendment to Class Action and Private Attorneys General Action Settlement and Release Agreement attached to the Supplemental Declaration of Malcolm Clayton as Exhibit 2, and hereby incorporated in full by reference as part of this Order is within the range of reasonableness of a settlement that could ultimately be given final approval. The Court preliminarily approves the proposed class action settlement and finds that it is "fair, adequate and reasonable" and justifies notice to class members and a final approval hearing. *Luckey v. Superior Court*, 228 Cal.App.4th 81, 93-94 (2014); *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1807 (1996); *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 133 (2008). The Settlement was reached through extensive arms-length negotiations, sufficient investigation and discovery allowed Class Counsel to act knowledgeably in reaching the Settlement, and Class Counsel is highly experienced in similar wage-and-hour class litigation. Accordingly, a presumption of fairness exists. *Wershba v. Apple Computer, Inc*. 91 Cal.App.4th 224, 244-45 (2001). Preliminary approval of the class action settlement is also appropriate because the proposed non-reversionary settlement fund outlined in the Settlement is fair, adequate, and well within the range of reasonableness. The Court further approves the procedures for distribution of payments to Class Members, as set forth in the Settlement, as fair and reasonable.

5. The Court provisionally certifies, for settlement purposes only, the following class ("Class"): 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 March 8, 2026, 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.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under Code of Civil Procedure section 382 in that: (1) the Class is ascertainable and so numerous that joinder is impractical; (2) there are questions of law and fact that are common

to all Class Members which predominate over individualized issues; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court also concludes that the relief provided by the Settlement for the PAGA Group Members' PAGA claims is fair and reasonable and is consistent with the underlying purpose of the statute to benefit the public. *Moniz v. Adecco USA, Inc*., 72 Cal. App. 5th 56 (2021); Labor Code §2699(l).

8. The Court provisionally appoints, for settlement purposes only, Plaintiff as the class representative for the Settlement Class conditionally certified by this Order.

9. The Court provisionally appoints, for settlement purposes only, Plaintiff as PAGA representative on behalf of the State of California and the PAGA Group Members.

10. The Court provisionally appoints, for settlement purposes only, Joseph Lavi, Esq., Vincent C. Granberry, Esq., Jeffrey D. Klein, Esq., Margaux Gundzik, Esq., Malcolm E. Clayton, Esq., and Daniel U. Frydman, Esq., of Lavi & Ebrahimian, LLP as Class Counsel.

11. The Court provisionally appoints Apex Class Action Administration as the Settlement Administrator.

12. The Court approves, as to form and content, the Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached as **Exhibit A** to this Order and incorporated herein by reference. The Court further finds that the proposed method of distribution of the Class Notice under the Settlement Agreement satisfies all constitutional due process requirements and the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766. The Court directs the mailing by First-Class U.S. mail, of the Class Notices to Class Members in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement.

13. The Court approves the procedures for submitting a Request for Exclusion from the class action portion of the Settlement and for submitting objections to the Settlement, as described in Sections VI and VII of the Settlement Agreement and incorporated herein by reference.

14. Class Counsel are directed to comply with the confidentiality and solicitation provisions set forth in Sections XVI, VI(G) and VII(F) of the Agreement.

15. The Court sets a settlement hearing for final approval of the Settlement Agreement on **April 14, 2027**, at 10:00 a.m. in Department 7 of this Court ("Final Approval Hearing") to determine whether the proposed settlement of this action is fair, reasonable and adequate and should be finally approved. The Court will also consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and class representative enhancement award to Plaintiff should be granted and, if so, in what amounts.

16. Pending the Final Approval Hearing, all proceedings in this Action, except those proceedings necessary to implement and complete the Settlement and carry out or enforce the terms and conditions of the Settlement Agreement and this Order, and enter the Final Order and Judgment, are stayed.

17. The Court orders the following implementation schedule:

Last day for Defendant to provide the Class Data to the Settlement Administrator	_____(30 days after entry of the Court's Preliminary Approval Order)
Last day for Settlement Administrator to mail Class Notice to Class Members	14 days after receipt of Class Data from Defendants
Response Deadline – Deadline to Submit Objections and Requests for Exclusion	60 days after Class Notices are mailed
Last day to file and serve the Motion for Final Approval of Class and Representative Action Settlement	**March 14, 2027**
Final Approval Hearing	**April 14, 2027**, at 10:00 a.m. in Department 7.

18. Should for any reason the Settlement not be finally approved, the fact that the Court certified the Class shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context. In the event Final Approval is denied, this Order will be null and void. No class will be certified and all other orders contained herein will be null and void.

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19. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: 10/27/2026

Samantha Jessner / Judge

HON. SAMANTHA JESSNER

EXHIBIT A

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

Terica Funes v. Nationwide Life and Annuity Insurance Company, et al.
Los Angeles County Superior Court Case No. 25STCV17294

The Superior Court for the State of California authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
This Notice affects your rights. Please read it carefully.

NOTICE OF CLASS ACTION SETTLEMENT

To: All individuals who were employed by Nationwide Life and Annuity Insurance Company ("NLAIC") or Nationwide Mutual Insurance Company ("NMIC") (collectively referred to as "Nationwide") as a nonexempt employee and based in California at any time during the period beginning on June 13, 2021 through March 8, 2026.

If you fit the description above, YOU ARE A CLASS MEMBER AND ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. If you want to participate in this Class Action Settlement, no action is required. You will be automatically included in the Settlement and will receive a settlement payment, if the Court grants final approval to the Settlement. If you do NOT want to participate in the Settlement, then you must take action by [DATE], as described below.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have To Do Anything To Participate In The Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Nationwide that are covered by this Settlement (Released Claims). Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. [*You must, however, keep a current address on file with the Settlement Administrator to ensure delivery of your check to your current address*.]
Update Your Contact And Address Information	If necessary, update your address with the Settlement Administrator to ensure your check is sent to the correct address.
You Can Opt Out of the Class Settlement But Not the PAGA Settlement **The Opt-Out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 12 of this Notice. **If you want to opt out of the Class Settlement, you must follow the instructions on page 6, Section 12 and mail or fax your request to opt out to the Settlement Administrator no later than [DATE]. Untimely opt out requests will be rejected.** **You cannot opt-out of the PAGA portion of the proposed Settlement**. Nationwide must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue PAGA Group Members' Released Claims (defined below).

You Can Object to the Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt out can object to any aspect of the proposed Settlement. See page 7, Section 13 for instructions on how to object.
You Can Participate in the Final Approval Hearing Set for _____	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 13 of this Notice

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **CALIFORNIA LAW STRICTLY PROHIBITS RETALIATION FOR PARTICIPATING OR ELECTING NOT TO PARTICIPATE IN THIS SETTLEMENT. NATIONWIDE WILL NOT TAKE ANY ADVERSE ACTION AGAINST OR OTHERWISE RETALIATE OR DISCRIMINATE AGAINST ANY CLASS MEMBER BECAUSE OF ANY ACTIONS YOU TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.**

BASIC INFORMATION

1. Why Did I Get This Notice?

The Settlement covers all individuals who were employed by Nationwide as a nonexempt employee based in California at any time during the Class Period, defined as the period beginning on June 13, 2021 through March 8, 2026 ("Class Members"). According to Nationwide's records, you are a Class Member.

The PAGA portion of the Settlement covers Class Members who worked for NLAIC at any time from June 13, 2024 through March 8, 2026 ("NLAIC PAGA Period"), and Class Members who worked for NMIC at any time from February 12, 2025 through March 8, 2026 ("NMIC PAGA Period"). 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."

A Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

The Honorable Samantha P. Jessner of Department 7 of the Los Angeles County Superior Court ("Court") is overseeing this class action. The case is known as *Terica Funes v. Nationwide Life and Annuity Insurance Company et al.,* Los Angeles County Superior Court Case No. 25STCV17294 ("Action" or "Lawsuit").

On [DATE], the Court preliminarily approved the Settlement and directed the parties to issue this Notice. The Court will hold a Final Approval hearing on [DATE], at [TIME], in Department 7 of the Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be continued to another date without further notice.

2. What Is This Lawsuit About?

The operative complaint in the Lawsuit asserts claims that Nationwide failed to: properly pay nonexempt employees all hourly and overtime wages earned at the correct rate of pay; pay at least minimum wage for all hours worked; provide compliant meal or rest breaks or compensation in lieu of those breaks at the correct rate of pay; timely pay all wages due at the termination of employment; reimburse business expenses; and provide accurate itemized wage statements and employment records. Plaintiff also alleges that Nationwide violated the Unfair Competition Law and contends that she and the aggrieved employees are entitled to recover penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq*. A copy of the Complaint is available at www. _____

Nationwide denies all allegations in the Lawsuit and contends it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by Nationwide or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Lawsuit. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

3. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Nationwide. There was no trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Parties have agreed to settle the Action on the terms summarized in this Notice.

This Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the lawsuit. By settling the lawsuit, the parties avoid the burden, expense and uncertainty of litigation.

THE TERMS OF THE SETTLEMENT

4. What is the Settlement Amount?

Nationwide will pay $287,500.00 as the Gross Settlement Amount (referred to as the "Gross Settlement Amount" or "GSA"). Nationwide has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Settlement Administrator will use the GSA to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

Court-Approved Deductions from Gross Settlement Amount:
The Parties agreed to the following deductions from the GSA and will ask the Court to approve them at the Final Approval Hearing. These deductions are subject to Court approval:

a. Settlement Administration Costs: The Court has approved Apex Class Action Administration ("Apex") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to $4,890.00 will be paid from the GSA to pay the Settlement Administration Costs.

b. Penalties to the California Labor Workforce and Development Agency. $25,000.00 of the GSA will be allocated to Plaintiff's penalty claim under the Private Attorneys General Act of 2004 ("PAGA"). Of this amount, 65% (or $16,250.00) will be paid to the California Labor Workforce Development Agency (the "LWDA") in satisfaction of the claims for penalties under PAGA and

the remaining 35% ($8,750.00) will be the PAGA Group Payment that will be distributed to the PAGA Group Members.

c. Attorneys' Fees and Expenses. Class Counsel have been prosecuting the lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the GSA. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to 33% of the GSA (i.e., $94,875.00), and litigation costs not to exceed $30,000.00.

d. Service Award to the Class Representative. Class Counsel will ask the Court to award a Class Representative service payment of $10,000.00 to Plaintiff Terica Funes, as compensation for her work and effort in prosecuting this case, and for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this Lawsuit.

Net Settlement Amount. The exact amount of attorneys' fees, litigation costs, Class Representative service payment, PAGA Payment, and Settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the GSA, the "Net Settlement Amount" or "NSA," is estimated to be **$122,735.00**. The NSA will be paid entirely to all Class Members who do not request to be excluded ("opt out") of the Settlement. **A claim form is not required**. Any portion of the NSA associated with a Class Member who chooses to opt out of the Settlement will be paid to Class Members who participate in the Settlement. In other words, the entire amount of the NSA will be paid to Class Members who remain in the Class.

5. How Will The Settlement Payments Be Calculated?

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

Individual Settlement Payments. Payments made to Class Members shall be made from the Net Settlement Amount according to the following formulas:

Net Settlement Amount Allocation. Eighty percent (80%) of the Net Settlement Amount shall be allocated as payment to the NLAIC Group (i.e. Class Members who worked for NLAIC during the Class Period) 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 (i.e. Class Members who worked for NMIC) as settlement of the class claims released under this Settlement (the "NMIC Settlement Amount").

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.

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.

Individual PAGA Payment. The 35% to be paid to PAGA Group Members shall be distributed by (a) dividing 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"). The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken. 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.

Taxes Owed on Payments to Class Members. Plaintiff and Nationwide are asking the Court to approve an allocation of 25% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 75% interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Nationwide will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Nationwide have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

6. How much will my Settlement Payment be?

Nationwide's records show you were employed by NLAIC in California as a nonexempt employee during the period of June 13, 2021 through March 8, 2026 for <<TotalNLAICWorkweeks>> weeks, [and/or you were employed by NMIC in California as a nonexempt employee during the period of June 13, 2021 through March 8, 2026 for <<TotalNMICWorkweeks>> weeks]

Based on Nationwide's records, you were employed for XX Individual PAGA Pay Periods during the NLAIC or NMIC PAGA Period (as applicable).

It is estimated that your Individual Settlement Payment will be **$<<TotalEstAmount>>** (made up of $<<TotalEstNLAIC>> as your Individual NLAIC Group Member Payment and $<<TotalEstNMIC>> as your Individual NMIC Group Member Payment) and your Individual PAGA Payment will be **$<<TotalEstPAGAAmount>>**. The actual amount you receive may be more or less than the estimated amount.

HOW TO GET A PAYMENT

7. How Can I Get My Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment after the Court grants final approval of the Settlement and judgment becomes final. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Settlement Payment will be mailed to the last known address the Settlement Administrator has on file for you**.

8. What If My Number Of Work Weeks Is Wrong?

The number of workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the applicable PAGA Period, as recorded in Nationwide's records, are stated in Section 6. You have until _____ to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Administrator via mail, email or fax. Section 15 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. You should include a statement at the end of your letter that "I certify under penalty of perjury under the laws of the state of California that the information contained herein is true" and sign your letter. The Administrator will accept Nationwide's calculation of Workweeks and/or Pay Periods based on Nationwide's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Nationwide's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

9. When Can I Expect To Receive My Settlement Payment?

If you do not exclude yourself from the Settlement, your share of the Settlement will be mailed to you within approximately 30 days after final judgment has been entered in this Action and all rights of appeal have expired and/or been exhausted. Your share of the Settlement will be mailed to the address on file for you. If your address is different than the address to which this Notice was mailed, you should call the Settlement Administrator at [phone number]. Please do not telephone or contact the Court for information about this Settlement.

Settlement Payment checks must be cashed within 180 days from the date of mailing. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California State Controller's Unclaimed Property Fund in your name and will be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq. until such time that you claim your property or as otherwise required by law. If your check is lost or misplaced, you should immediately contact the Settlement Administrator to request a replacement.

10. What Am I Giving Up To Get A Settlement Payment?

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all Class Members who have not timely opted out of the Settlement, and will bar all such Class Members from bringing certain claims against Nationwide as follows:

Participating Class Members' Release of Claims: 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, all Class Members whom the Settlement Administrator certifies have not timely submitted full and complete requests for exclusion, 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 the operative Second Amended Complaint, or which could have been pled based on the facts alleged in the operative Second Amended Complaint, 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 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.

PAGA Group Members' PAGA Release: Effective only upon the Effective Date and full payment by Nationwide of the Gross Settlement Amount, and in consideration of the PAGA Penalty Payment, 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 operative Second Amended Complaint, or Plaintiff's LWDA letters, or that could have been asserted based on the facts alleged in the operative Second Amended Complaint or Plaintiff's LWDA letters, 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, 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).

11. What Happens If The Court Doesn't Grant Final Approval To The Settlement?

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the case will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this Settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How Do I Get Out Of The Settlement?

If you do not want to participate in the class Settlement, you should exclude yourself from this case (that is, "opt out" of the Settlement). To opt out and exclude yourself from the class case, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance that you request exclusion from the class and do not wish to participate in the class settlement.

The opt out request letter must include the name of this action (*Funes v. Nationwide Life and Annuity Insurance Company et al.,* Los Angeles County Superior Court Case No. 25STCV17294), your full name, current address, and last four digits of your social security number, signed by you, and must be postmarked and mailed to the Settlement Administrator at the address listed in Section 15 on or before [RESPONSE DEADLINE] (the "Response Deadline"). You may also return it by faxing to [FAX NUMBER]. Opt out requests postmarked after this date may be disregarded.

As stated above, a Class Member's right to opt out applies only to the class action portion of the Settlement and no opt out right applies to the settlement of PAGA claims in the Lawsuit. This means that Class Members who successfully submit a request for exclusion 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. However, Class Members who submit a valid opt out request 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.

OBJECTING TO THE SETTLEMENT

13. Procedures for Objecting to the Settlement and/or Notices of Intention to Appear

Only Participating Class Members have the right to object to the Settlement. If you do not opt out but believe that the Court should not approve the settlement for any reason, you may object to the proposed settlement. To object, you must submit a written statement with your full name, current address, phone number, and the last four digits of your Social Security member. The written statement should include the name of this action (*Funes v. Nationwide Life and Annuity Insurance Company,* Los Angeles County Superior Court Case No. 25STCV17294), a statement that you wish to object to the settlement, and the reasons that you object to the settlement. You must sign the statement.

You may also appear at the Final Approval Hearing at your expense, either in person, remotely, or through an attorney, provided you notify the Court of your intention to do so. If you desire to appear remotely, you can join

via the Court's zoom link using the access information listed in Section 14 below. You do not have to be represented by a lawyer to object. However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys' fees and costs incurred.

All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number *Funes v. Nationwide Life and Annuity Insurance Company et al.,* Los Angeles County Superior Court Case No. 25STCV17294), (b) be mailed or faxed to the settlement administrator at the address/fax number listed in Section 15 of this Notice; and (c) be postmarked or faxed on or before [RESPONSE DEADLINE] (the "Response Deadline").

Though it is preferred that Class Members submit Objections by the Response Deadline, no objecting Class Member shall be denied the ability to object at the Final Settlement Approval Hearing (whether personally or through separate counsel).

THE COURT'S FINAL APPROVAL HEARING

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department 7 of the Court located at 312 North Spring Street, Los Angeles, California 90012 on [DATE], at [TIME]. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service payments, and the Settlement Administrator's fees and expenses.

You can, but don't have to, attend the Final Approval Hearing. You can attend (or hire a lawyer to attend) either personally or by telephone or video via the access information listed below. Check the Court's website for the most current information. To join remotely, approximately 30 minutes before the hearing, navigate to: https://lacc.lacourt.org/ and enter the case number 25STCV17294, then follow the instructions to register for the hearing.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

If the Court grants final approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted on the Settlement Administrator's website for you to review at _____[url address], where you will find a link to the document.

GETTING MORE INFORMATION

15. Whom May I Contact If I Have Questions About The Settlement?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is available online at _____. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Los Angeles's Website for a small cost per page at https://www.lacourt.ca.gov/paos/ v2web3/DocumentImages/SearchCaseNumber, or (b) in person at [records unit, hours/days] excluding Court holidays and closures, or you may contact Class Counsel (at the contact information provided below) or the Settlement Administrator.

The Settlement Agreement sets forth everything Nationwide and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement or any other Settlement-related documents is to go to the Settlement Administrator's website at _____, where you will find links to these documents.

Class Counsel Contact Information:	**Settlement Administrator Contact Information**
Lavi & Ebrahimian, LLP Joseph Lavi, Esq. Vincent C. Granberry, Esq. Email: jlavi@lelawfirm.com vgranberry@lelawfirm.com Phone: (310) 432-0000	Apex Class Action Administration [Address and contact info here]

DO NOT TELEPHONE THE SUPERIOR COURT OR DEFENDANT'S COUNSEL TO OBTAIN INFORMATION ABOUT THE SETTLEMENT