

JOINT STIPULATION OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Action Settlement and Release (the “Agreement”), which is expressly conditioned on, among other terms and conditions, full approval by the Court, is made and entered into by and between Plaintiffs Victor Flores, Boliver Jones, Roberto Jovel, and Ron T. Metoyer, on behalf of themselves individually and on behalf of all other allegedly similarly situated individuals and all other alleged Aggrieved Employees pursuant under the California Private Attorneys General Act (“PAGA”) (“Plaintiffs”) and Defendant ACCO Engineered Systems, Inc. (hereafter “ACCO” or “Defendant”) (“Plaintiffs” and “ACCO” are collectively referred to as the “Parties”).

1. DEFINITIONS

1.1 “Action” means the lawsuit entitled “VICTOR FLORES, BOLIVER JONES, ROBERTO JOVEL, and RON. T. METOYER, as individuals, and on behalf of all others similarly situated, Plaintiff[s], vs. ACCO Engineered Systems, Inc.; and does 1 through 20, inclusive, Defendants”, Santa Clara County Superior Court Case No. 20CV365252/JCCP No. 5172.

1.2 “Administrator” means Phoenix Settlement Administrators, the neutral third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create any conflict of interest.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” or “PAGA Member” means all persons currently or formerly employed by ACCO as a non-exempt employee in the State of California at any time during the PAGA Period, including all Union PAGA Waiver Member(s), Union Non-PAGA Waiver Member(s), and Non-Union PAGA Member(s).

1.5 “Class” means all persons currently or formerly employed by ACCO as a non-exempt employee in the State of California at any time during the Class Period, including all Non-Union Class Waiver Member(s), Non-Union Non-Class Waiver Member(s), Union Class Non-Waiver Member(s), and Union Class Waiver Member(s).

1.6 “Class Counsel” means Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Alexander G.L. Davies of the Aegis Law Firm, PC.

1.7 “Class Counsel’s Fees Payment” and “Class Counsel Litigation Expense Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action and as approved by the Court. Defendant agrees not to oppose Class Counsel’s request for Class Counsel’s Fees Payment up to a maximum of one-third of the Gross Settlement Amount (currently estimated to be \$1,666,699.40), and Class Counsel Litigation Expense

Payment to a maximum amount of \$50,000.00, subject to the Court fully and finally approving this Settlement and each and all conditions in this Agreement being satisfied in full. Any portion of the Class Counsel's Fees Payment/Class Counsel Litigation Expense Payment not awarded to Class Counsel shall be added to the Net Class Settlement Amount and Net PAGA Settlement Amount in the same percentage which the Net Class Settlement Amount and Net PAGA Settlement Amount are to the sum of the Net Class Settlement Amount and Net PAGA Settlement Amount.

1.8 "Class Data" means a list of all Class Members/PAGA Members that ACCO will, in good faith, compile from its records and provide to the Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class Data shall be formatted in Microsoft Office Excel and shall include each Class Member/PAGA Member's name, last known mailing address, Social Security Number, and a good faith estimate of the number of Class Period Workweeks and PAGA Pay Periods that each Class Member/PAGA Member worked for ACCO as a non-exempt employee in California during the Class Period/PAGA Period.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, including all Union Class Waiver Member(s), Union Class Non-Waiver Member(s), Non-Union Class Waiver Member(s), Non-Union Non-Class Waiver Member(s), as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Class Member/PAGA Member Address Search" means the Administrator's investigation and search for current Class Member/PAGA Member's mailing addresses using practical resources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Member/PAGA Member.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from March 18, 2016 to March 3, 2024.

1.13 "Class Period Workweek" means any week during which a Class Member worked for Defendant for one or more workdays during the Class Period.

1.14 "Class Representative" means the named Plaintiffs in the operative complaint in the Action, Plaintiffs Victor Flores, Boliver Jones, Roberto Jovel, and Ron. T. Metoyer, seeking Court approval to serve as a Class Representative.

1.15 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action on behalf of Class Members/PAGA Members. Subject to Court approval, ACCO agrees to not oppose a request that Plaintiff Victor Flores, Boliver Jones, Roberto Jovel, and Ron. T. Metoyer shall each be paid up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each from the Gross Settlement Amount, subject to the Court granting final approval of this Agreement, subject to the exhaustion of any and all appeals, and subject to all of the conditions for the Effective Date being satisfied prior to any payment being made. Any portion of the Class Representative Service Payment not awarded to the Class Representatives will be added to the Net Settlement Amount.

1.16 “Court” means the Santa Clara County Superior Court, or any other court taking jurisdiction of the Action.

1.17 “Defendant” means ACCO Engineered Systems, Inc.

1.18 “Defendant’s Counsel” means Benjamin A. Emmert, of Littler Mendelson, P.C., 50 West San Fernando St., 7th Floor, San Jose CA 95113.

1.19 “Effective Date” means the date by when all of the following have occurred in full:

a) the Court has fully and finally approved the settlement of Plaintiffs’ putative class action claims and PAGA claims on the terms set forth in this Agreement, or on terms as otherwise agreed to by the Parties;

b) the Court has granted preliminary approval of the settlement on the terms set forth in this Agreement, or on terms as otherwise agreed to by the Parties;

c) the Court has held a formal fairness hearing and entered a Final Order and Judgment on the Settlement;

d) The class/representation claims in The *Han-Nguyen* Class Lawsuit (Los Angeles County Superior Court, Case No. 23STCV07134) have been fully and finally dismissed with prejudice and any and all challenges/appeals regarding the dismissal of the class/representative claims in The Han-Nguyen Lawsuit have been fully resolved/expired;

e) The *Han-Nguyen* PAGA Lawsuit (Santa Clara County Superior Court, Case No. 23CV416373) has been fully and finally dismissed with prejudice and any and all challenges/appeals regarding the dismissal of The Han-Nguyen PAGA Lawsuit have been fully resolved/expired; and

f) the later of the following events: (1) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement and/or any judgment entered thereon has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Final Order and Judgment; (2) when any appeal, writ or other appellate proceeding opposing the Settlement and/or any judgment entered thereon has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (3) when any appeal, writ or other appellate proceeding has upheld the Court’s approval of this Settlement, including but not limited to the Final Order and Judgment with no right to pursue further remedies or relief.

If the Court declines to approve the Settlement, or if any of the foregoing conditions are not fully satisfied (including the full and final dismissal of the class/representative claims in the Han-Nguyen Lawsuit and the full and final dismissal of the Han-Nguyen PAGA lawsuit), the entire Settlement shall be deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code sections 1119 and 1152, and shall be without prejudice to the rights of any of the Parties.

1.20 “Employer’s Withholding Share” means the employer’s share of all federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes.

1.21 “Final Approval” means the Court Order granting final approval of the Settlement.

1.22 “Final Approval Hearing” means the hearing on Plaintiffs’ Motion for Final Approval of the Settlement at which the Court will be asked to give final approval to the settlement terms set forth herein and to enter judgment.

1.23 “Final Judgment” means the Judgment (the Judgment of Settlement or Judgment of Settlement Agreement based on the Parties’ settlement agreement) Entered by the Court upon Granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” means the total amount of \$5,000,598.25 to be paid by ACCO, which includes the Administration Expense Payment; Class Counsel’s Fees Payment; Class Counsel Litigation Expense Payment; Class Representative Service Payments, the Labor and Workforce Development Agency’s (“LWDA”) portion of the PAGA Settlement Amount, the Individual Class Payments, the Individual PAGA Payments, and any and all other expenses/payments, with the sole exception of Defendant’s portion of the employee withholding amounts. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of the claims. In no event will Defendant or the Released Parties be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein in Section 8. Defendants will be separately responsible for and shall pay the employer’s share of taxes and contributions, including and not limited to FICA, FUTA, and SDI contributions, which are due and payable as a result of this settlement, which shall not be paid from the Gross Settlement Amount.

1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Class Settlement Amount calculated according to the number of Class Period Workweeks the Class Member worked during the Class Period.

1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the PAGA Member worked during the PAGA Period.

1.27 “Judgment” means the Judgment of Settlement or Judgment of Settlement Agreement based on the Parties’ settlement agreement entered by the Court in the Action based upon the Final Approval.

1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).

1.30 “Net Settlement Amount” means the amount remaining from the Gross Settlement Amount after Court approved payments for Administrative Expense Payment, Class Counsel’s Fees Payment, Class Counsel Litigation Expense Payment, and Class Representative Service Payments have been taken from Gross Settlement Amount.

1.31 “Net Class Settlement Amount” means the amount allocated to the settlement of the putative class claims after Court approved payments for Administrative Expense Payment, Class Counsel’s Fees Payment, Class Counsel Litigation Expense Payment, Class Representative Service Payments, and the Net PAGA Settlement Amount, have been taken from Gross Settlement Amount.

1.32 “Net PAGA Settlement Amount” means the amount allocated to the settlement of the PAGA claims as agreed to by the Parties in the amount of \$280,000.00, or as otherwise ordered by the Court.

1.33 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.34 “Non-Union Class Waiver Member(s)” means all Class Members who are not represented by a building trades union, and who signed an arbitration agreement containing a class action waiver, and who do not timely submit valid Requests for Exclusion.

1.35 “Non-Union Non-Class Waiver Member(s)” means all Class Members who are not represented by a building trades union, and who are not subject to an arbitration agreement containing a class action waiver and who do not timely submit valid Requests for Exclusion.

1.36 “Non-Union PAGA Member(s)” means all people who are currently or formerly employed by ACCO as a non-exempt employee in California from March 18, 2019 to March 3, 2024, who are not working under the terms of a collective bargaining agreement containing a PAGA waiver pursuant to California Labor Code section 2699.6.

1.37 “Notice Packet” means the Notice of Proposed Class Action Settlement and Final Fairness and Approval Hearing (“Notice” or “Class Notice”), substantially in the form attached as Exhibit A.

1.38 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.39 “PAGA Notice” means Plaintiffs’ March 18, 2020; January 12, 2021; May 2, 2022; August 10, 2022; and July 31, 2023, letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.40 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for one or more workdays during the PAGA Period.

1.41 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount for penalties under the PAGA (“the Net PAGA Settlement Amount”), and allocated 25% to the PAGA Members and the 75% to the LWDA in settlement of PAGA claims.

1.42 “PAGA Period” means the period from March 18, 2019 to March 3, 2024.

1.43 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.44 “Plaintiff(s)” mean Victor Flores, Boliver Jones, Roberto Jovel, and/or Ron. T. Metoyer, the named plaintiffs in the Action.

1.45 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.46 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.47 “QSF” means a Qualified Settlement Fund to be established by the Administrator into which all payments from Defendants related to this Settlement will be deposited and from which all payments

authorized by the Court will be made. Such QSF will be established prior to Defendants' deposit of the Gross Settlement Amount.

1.48 "Released Class Claims" means the claims being released as described in Sections 5.1 and 5.2 below.

1.49 "Released PAGA Claims" means the claims being released as described in Section 5.3 below.

1.50 "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries and affiliates.

1.51 "Request for Exclusion" means a timely letter submitted by a Putative Class Member indicating a request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the Putative Class Member; (b) contain the name, address, telephone number and the last four digits of the Social Security Number of the Putative Class Member requesting exclusion; (c) clearly state that the Putative Class Member does not wish to be included in the settlement of the Action; (d) be returned by fax or mail to the Administrator at the specified address and/or facsimile number; and, (e) be postmarked or faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Except as otherwise provided in this Agreement with respect to the settlement and release of Released Claims arising under PAGA, a Putative Class Member who does not request exclusion from the Settlement Class will be deemed a Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court.

1.52 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.53 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.54 "The Han-Nguyen Class Lawsuit" means the lawsuit entitled "JUSTIN HAN-NGUYEN, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. ACCO ENGINEERED SYSTEMS, INC. a California Corporation; and DOES 1 through 50, inclusive, Defendants", Los Angeles County Superior Court Case Number 23STCV07134.

1.55 "The Han-Nguyen PAGA Lawsuit" means the lawsuit entitled "JUSTIN HAN-NGUYEN, on behalf of the State of California, as a private attorney general, Plaintiff, vs. ACCO ENGINEERED SYSTEMS, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants", Santa Clara County Superior Court Case No. 23CV416373.

1.56 "Union Class Non-Waiver Member(s)" means all Class Members who are/were represented by a building trades union and whose employment is covered by a collective bargaining agreement that does **not** contain a class action waiver and who do not timely submit valid Requests for Exclusion.

1.57 “Union Class Waiver Member(s)” means all Class Members who are/were working under the terms of a collective bargaining agreement that contains a class action waiver and who do not timely submit valid Requests for Exclusion.

1.58 “Union PAGA Waiver Member(s)” means all Class Members who are currently or formerly employed by ACCO as a non-exempt employee in California from March 18, 2019 to March 3, 2024, who are/were working under the terms of a collective bargaining agreement containing a PAGA waiver pursuant to California Labor Code section 2699.6.

1.59 “Union Non-PAGA Waiver Member(s)” means all people who are currently or formerly employed by ACCO as a non-exempt employee in California from March 18, 2019 to March 3, 2024, who are members of a union bargaining unit that is covered by a collective bargaining agreement that does not contain a PAGA waiver pursuant to California Labor Code section 2699.6.

2. RECITALS

2.1 On March 8, 2020, Plaintiff Flores commenced this Action by his filing of a putative class action in the Santa Clara County Superior Court. The Complaint names ACCO as the defendant and is brought on behalf of himself and on behalf of all current and former non-exempt employees of ACCO in California for the period starting four years prior to the filing of the Complaint and to the date of class certification. The Complaint alleges causes of action for: (1) failure to pay overtime wages in violation of Labor Code sections 510, 1194, 1198 and IWC Wage Order section 3; (2) failure to provide meal periods in violation of Labor Code sections 226.7 and 512 and IWC Wage Order section 11; (3) failure to permit rest breaks in violation of Labor Code section 226.7 and IWC Wage Order section 12; (4) failure to provide accurate itemized wage statements in violation of Labor Code section 226; (5) failure to pay all wages due upon separation of employment in violation of Labor Code section 201, 202, and 203; and (6) violation of Business and Professions Code section 17200.

2.2 Also on March 18, 2020, Plaintiff Flores gave timely written notice to ACCO and the LWDA by sending his PAGA Notice to the LWDA pursuant to Labor Code section 2699.3(a),

2.3 On July 10, 2020, Plaintiff Flores filed a first amended putative class action Complaint that continued to name ACCO as the defendant and identified the same alleged putative class, but added a cause of action for penalties under the PAGA on behalf of a group of aggrieved employees that mirrored the alleged putative class. Plaintiff Flores sought penalties under Labor Code section 2699, eq seq. for alleged violations of Labor Code sections 201-204, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198 that accrued during the PAGA period.

2.4 Class Counsel filed a first amended LWDA Notice January 12, 2021, adding additional claims for failure to pay minimum wage, failure to reimburse business related expenses, and failure to timely pay wages during employment.

2.5 On March 22, 2021, Plaintiff Flores filed a second amended putative class/PAGA Complaint that continued to name ACCO as the defendant and identified the same alleged putative class/aggrieved employees and added additional causes of action for: (1) failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1194.2 and 1197, and IWC Wage Order sections 3-4; (2) failure to reimburse business related expenses in violation of Labor Code sections 2800 and 2802; and (3) failure to timely pay wages during employment in violation of Labor Code section 204.

2.6 On May 2, 2022, Class Counsel filed a second amended LWDA Notice adding Boliver Jones and Robert Jovel as additional alleged aggrieved employees.

2.7 On August 10, 2022, Class Counsel filed a third amended LWDA Notice adding Ron T. Metoyer as an additional alleged aggrieved employee.

2.8 On January 11, 2023, Plaintiff filed a third amended putative class/PAGA Complaint that that continued to assert the same ten (10) causes of action against ACCO on behalf of the same alleged putative class/aggrieved employees, but added three (3) additional named plaintiffs, Boliver Jones, Robert Jovel, and Ron. T Metoyer.

2.9 On July 31, 2023, Plaintiffs filed a fourth amended LWDA Notice adding claims for failure to pay sick leave and failure to provide suitable seating.

2.10 Pursuant to this agreement, Plaintiff shall file a Fourth Amended Complaint ("FoAC") adding claims, causes of action for failure to pay sick leave/failure to pay sick leave at the proper rates and failure to provide suitable seating. The FoAC continues to name ACCO as the defendant and continues to be brought on behalf of Plaintiffs individually and on behalf of ACCO's non-exempt California employees.

2.11 Following Flores' filing of his initial Complaint, the Parties have engaged in extensive formal discovery. Through this discovery, Class Counsel received the Plaintiffs' personnel files, and Plaintiffs' complete timekeeping records and wages statements, the Class Members' contact information after conducting a *Belaire-West* notice and opt-out procedure, copies of all versions of ACCO's employee handbooks in effect during the Class Period, the collective bargaining agreements applicable to ACCO's unionized workforce (including the collective bargaining agreements containing class action waivers and PAGA waivers), the written arbitration agreement covering certain of ACCO's non-unionized non-exempt employees, applicable wage and hour policies, time records for putative class/aggrieved employees, compensation records for putative class/aggrieved employees, and exemplar pay stubs for the putative class/aggrieved employees. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval of the class and PAGA settlement in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.12 The Court has not granted class certification in this action.

2.13 On April 3, 2023, Plaintiff Justin Han-Nguyen filed a putative class action in Los Angeles County Superior Court against ACCO entitled "JUSTIN HAN-NGUYEN, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. ACCO ENGINEERED SYSTEMS, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants", Los Angeles County Superior Court Case No. 23STCV07134(the "*Han-Nguyen* Putative Class Action"). The *Han-Nguyen* Putative Class Action named only ACCO as the defendant. It was brought by Justin Han-Nguyen individually and on behalf of ACCO's non-exempt employees in California. It asserted causes of action for: (1) unfair competition in violation of California Business and Professions Code section 17200; (2) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code section 510; (4) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (5) failure to provide rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (6) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) failure to reimburse business related

expenses in violation of California Labor Code section 2802; (8) failure to timely pay wages in violation of California Labor Code sections 201, 202, and 203; and (9) failure to pay sick pay in violation of California Labor Code sections 201-204, 233, and 246 (the “*Han-Nguyen Putative Class Action*”).

2.14 On May 23, 2023, Plaintiff Justin Han-Nguyen filed a second lawsuit against ACCO in the Santa Clara County Superior Court seeking penalties under the PAGA entitled “Justin Han-Nguyen, on behalf of the State of California, as a private attorney general, Plaintiff, vs. ACCO Engineered Systems, Inc., a California Corporation; and DOES 1 through 50, inclusive, Defendants”, Santa Clara County Superior Court Case No. 23CV416373 (the “*Han-Nguyen PAGA Lawsuit*”). The *Han-Nguyen PAGA Lawsuit* seeks penalties pursuant to California Labor Code section 2699, et seq. for alleged violations of California Labor Code sections 201, 202, 203, 204, et seq. 210, 218, 221, 226(a), 226.7, 227.3, 246, et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Regulation Title 8, Section 11040, subd. (5)(A)(-)(b); California Regulation Title 8, Section 11070(14), and unidentified IWC Wage Orders.

3. MONETARY TERMS OF THE SETTLEMENT

3.1 Gross Settlement Amount. Except as otherwise provided in this section and by Section 8 below (Class Size Estimates and Escalator Clause), Defendant promises to pay the maximum total gross amount of \$5,000,598.25 and no more as the Gross Settlement Amount in full and final settlement of this Action. Defendant promises to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any associated payroll taxes) prior the Effective Date. If the Gross Settlement Amount is deposited into the QSF prior to the Effective Date, the Administrator will not make any payments or disbursements whatsoever from the Gross Settlement Amount until after the Effective Date. Following the Effective Date, the Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1.1 Net Class Settlement Amount and Net PAGA Settlement Amount. After deductions from the Gross Settlement Amount for: (1) Class Representative Service Payments; (2) Class Counsel Fees Payment; (3) Class Counsel Litigation Expenses Payment; and (4) Administration Expense Payment, the Net PAGA Settlement Amount shall be allocated as payment for the settlement of the PAGA penalties. Any and all amounts remaining shall be allocated to the Net Class Settlement Amount.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each (i.e. \$7,500.00 to Plaintiff Flores; \$7,500.00 to Plaintiff Jones; \$7,500.00 to Plaintiff Jovel; and \$7,500.00 to Plaintiff Metoyer), for a total of \$30,000 in Class Representative Service Payments, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member/Participating PAGA Member. Defendant will not oppose Plaintiffs request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the

amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any and all taxes, including employee taxes, owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,666,866.08 and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responses and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$35,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$35,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: Each Participating Class Member shall be paid/receive an Individual Class Payment that shall be calculated as a pro-rata share of the Net Class Settlement Amount as follows:

The Net Class Settlement Amount shall be allocated between the Union Class Waiver Member(s); Union Class Non-Waiver Member(s); Non-Union Class Waiver Member(s); and Non-Union Non-Class Waiver Member(s) as follows:

Union Class Waiver Member(s)	20%
Union Class Non-Waiver Member(s)	45%
Non-Union Class Waiver Member(s)	30%
Non-Union Non-Class Waiver Member(s)	5%
Total	100%

Each Participating Class Member's pro-rata share of the allocated Net Class Settlement Amount shall be calculated by: (a) dividing the allocated Net Class Settlement Amount for each group of employees by the total number of Class Period Workweeks worked by all Participating Class Members in that group; and (b) by multiplying the result by the Class Period Workweeks for each Participating Class Member in that group. The calculation is as follows:

Individual Class Payment for Union Class Waiver Member(s) = (Net Class Settlement Amount allocated to Union Class Waiver Members) * 20%)/(Total Class Period Workweeks worked by all

Union Class Waiver Members during the Class Period)*(Total Class Period Workweeks worked by the individual Union Class Waiver Member during the Class Period).

Individual Class Payment for Union Class Non-Waiver Member(s) = (Net Class Settlement Amount allocated to Union Class Waiver Members) * 45%)/(Total Class Period Workweeks worked by all Union Class Waiver Members during the Class Period)*(Total Class Period Workweeks worked by the individual Union Class Waiver Member during the Class Period).

Individual Class Payment for Non-Union Class Waiver Member(s) = (Net Class Settlement Amount allocated to Union Class Waiver Members) * 30%)/(Total Class Period Workweeks worked by all Union Class Waiver Members during the Class Period)*(Total Class Period Workweeks worked by the individual Union Class Waiver Member during the Class Period).

Individual Class Payment for Non-Union Class Non-Waiver Member(s) = (Net Class Settlement Amount allocated to Union Class Waiver Members) * 5%)/(Total Class Period Workweeks worked by all Union Class Waiver Members during the Class Period)*(Total Class Period Workweeks worked by the individual Union Class Waiver Member during the Class Period).

3.2.4.1 Tax Allocation of Individual Class Payments. 30% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 70% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and PAGA Members/Net PAGA Settlement Amount: PAGA Penalties in the amount of 75% of the Net PAGA Settlement Amount allocated to the LWDA PAGA Payment and 25% the Net PAGA Settlement Amount allocated to the PAGA Member’s Individual PAGA Payments.

3.2.5.1 Individual PAGA Payment. Each PAGA Member shall be paid/receive an Individual PAGA Payment that shall be calculated as a pro-rata share of the Net PAGA Settlement Amount as follows:

Each Participating PAGA Member shall be paid/receive an Individual PAGA Payment that shall be calculated as a pro-rata share of the Net PAGA Settlement Amount remaining after the LWDA Payment has been deducted, as follows:

The Net PAGA Settlement Amount after the LWDA Payment has been made shall be allocated between the Union Class Waiver Member(s); Union Class Non-Waiver Member(s); Non-Union Class Waiver Member(s); and Non-Union Non-Class Waiver Member(s) as follows:

Union PAGA Waiver Member(s)	15%
Union Non-PAGA Waiver Member(s)	50%

Non-Union PAGA Member(s)	35%
Total	100%

Each PAGA Member's pro-rata share of the allocated Net PAGA Settlement Amount shall be calculated by: (a) dividing the allocated Net PAGA Settlement Amount for each group of employees by the total number of PAGA Pay Periods worked by all PAGA Members in that group; and (b) by multiplying the result by the PAGA Pay Periods for each individual PAGA Member in that group. The calculation is as follows:

Individual PAGA Payment for Union PAGA Waiver Member(s) = (Net PAGA Settlement Amount remaining after the LWDA Payment has been made * 15%)/(Total PAGA Pay Periods worked by all Union PAGA Waiver Members during the PAGA Period)*(Total PAGA Pay Periods worked by the individual Union PAGA Waiver Member during the PAGA Period).

Individual PAGA Payment for Union Non-PAGA Waiver Member(s) = (Net PAGA Settlement Amount remaining after the LWDA Payment has been made * 50%)/(Total PAGA Pay Periods worked by all Union Non-PAGA Waiver Members during the PAGA Period)*(Total PAGA Pay Periods worked by the individual Union Non-PAGA Waiver Member during the PAGA Period).

Individual PAGA Payment for Non-Union PAGA Member(s) = (Net PAGA Settlement Amount remaining after the LWDA Payment has been made * 35%)/(Total PAGA Pay Periods worked by all Non-Union PAGA Members during the PAGA Period)*(Total PAGA Pay Periods worked by the individual Non-Union PAGA Member during the PAGA Period).

All individuals receiving any Individual PAGA Payment assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 Effect Of Court Ordered Change In Net PAGA Settlement Amount. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Class Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Period Workweeks and PAGA Pay Periods. Based on a review of its records to date, ACCO estimates there are 10,540 Class Members who collectively worked a total of 1,144,849 Class Period Workweeks, and 8,441 of PAGA Members who worked a total 793,749 of PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Dismissal of *Han-Nguyen* Class and PAGA Cases. Within 30 days of signing this Settlement Agreement, Defendant will file a Motion to Compel Arbitration and to Dismiss the class claims in the *Han-Nguyen* Putative Class Action. Defendant shall also file a Motion to Dismiss in the *Han-Nguyen* PAGA Lawsuit within 10 days of Final Approval, if the Han-Nguyen PAGA case is still pending at that time. Plaintiffs agree to file a notice of non-opposition to Defendant's intended Motions to Dismiss.

4.4 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount within 14 calendar days of the Effective Date. Defendant shall have no obligation whatsoever to fund any portion of the Gross Settlement Amount, or pay any other amounts, unless and until all conditions specified for the Effective Date have occurred. Satisfaction of each and all of the conditions for the Effective Date is a necessary and material term of this Agreement. In addition to Gross Settlement Amount, Defendant shall transmit to the Administrator the Defendant's share of payroll taxes no later than 14 days after the Administrator provides Defendant the statement/estimate of Defendant's share of the payroll taxes, which shall in no event be prior to the Effective Date.

4.5 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.5.1 Settlement Checks. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2 Class Member/PAGA Member Address Search. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.5.3 Uncashed Class Payment/PAGA Payment Checks. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the funds represented by all uncashed settlement checks will be governed by California Code of Civil Procedure

section 384, as approved by the Court. The funds represented by all uncashed checks will be disbursed as follows: (a) 25% to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, established in Section 77209 of the Government Code (Cal. Code Civ. Proc. § 384(b)(3)(A)); (b) 25%, to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Sections 6216 to 6223, inclusive, of the Business and Professions Code (Cal. Code Civ. Proc. § 384(b)); (c) 25% to the United Way and designated to be used in and California and for its programs in California (Cal. Code Civ. Proc. § 384(b)); and (d) 25% to Legal Aid at Work.

4.5.4 No Benefit. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

5.1 RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged in the Operative Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 5.2, below, including but not necessarily limited to, claims for: (1) failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and the applicable IWC Wage Order(s); (2) failure to pay overtime compensation (including by allegedly failing to pay for all overtime hours worked/failing to properly calculate the regular rate of pay) in violation of Labor Code section 510, 1194, 1198 and the applicable IWC Wage Order(s); (3) failing to authorize and permit code-compliant meal periods or pay compensation in lieu in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (4) failing to authorize and permit code-compliant rest breaks or pay compensation in lieu in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (5) failing to reimburse for business related expenses in violation of Labor Code sections 2800 and 2802; (6) failing to timely pay all wages during employment in violation of Labor Code section 204; (7) failing to timely pay all wages on the termination of employment in violation of Labor Code sections 201, 202, and 203; (8) unfair compensation in violation of California Business and Professions Code section 17200, et seq.; (9) failing to properly pay sick pay in violation of Labor Code sections 201-204, 210, 233, and 246; (10) failure to provide suitable seating in violation of the applicable IWC Wage Order(s) ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.2 1542 Waiver. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Participating Class Member Release. Release by Participating Class Members Who Are Not PAGA Members:

All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged in the Operative Complaint based on the facts alleged in the Operative Complaint and ascertained in the course of the Action including, but not limited to, claims for: (1) failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and the applicable IWC Wage Order(s); (2) failure to pay overtime compensation (including by allegedly failing to pay for all overtime hours worked/failing to properly calculate the regular rate of pay) in violation of Labor Code section 510, 1194, 1198 and the applicable IWC Wage Order(s); (3) failing to authorize and permit code-compliant meal periods or pay compensation in lieu in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (4) failing to authorize and permit code-compliant rest breaks or pay compensation in lieu in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (5) failing to reimburse for business related expenses in violation of Labor Code sections 2800 and 2802; (6) failing to timely pay all wages during employment in violation of Labor Code section 204; (7) failing to timely pay all wages on the termination of employment in violation of Labor Code sections 201, 202, and 203; (8) unfair compensation in violation of California Business and Professions Code section 17200, et seq.; (9) failing to properly pay sick pay in violation of Labor Code sections 201-204, 210, 233, and 246; (10) failure to provide suitable seating in violation of the applicable IWC Wage Order(s) ("Class Release."). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Participating PAGA Member Release. Release by Non-Participating Class Members Who Are PAGA Members:

All Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged in the Operative Complaint and the PAGA Notice based on the facts alleged in the Operative Complaint and PAGA Notice and ascertained in the course of the Action, including those claims specified in Section 5.2.

6. MOTION FOR PRELIMINARY APPROVAL

6.1 MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, in an attempt to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Notification Of Class Data Receipt. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Period Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Sending Class Notice. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Resending Class Notice. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 Objections. The deadlines for Class Members' written objections, Challenges to Class Period Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1 Time Limit For Exclusion Request. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Failure To Submit Exclusion Request. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Sections 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Effect Of Exclusion Request. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Class Period Workweeks/PAGA Pay Periods. Each Class Member/PAGA Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any) allocated to the Class Member/PAGA Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Period Workweeks/PAGA Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Period Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Period Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2 Form Of Objection. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Effect Of Non-Participating Class Member Designation. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service

Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Period Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Class Period Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Period Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1 CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. If the number of Class Members during the Class Period exceeds 10,636 or the number of Total Class Period Workweeks during the Class Period exceeds

1,148,202 by more than 2.5%, the Gross Settlement Amount will increase pro rata per additional Class Member or additional Class Period Workweeks, whichever is greater.

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.1 If the number of valid Request for Exclusion identified in the Exclusion List is greater or equal to 40 Class Members that Defendant in good faith believes pose a material risk of bringing individual wage and hour claims against Defendant for matters that are covered by the Agreement, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

10.1 Timing For Motion For Final Approval. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

10.2 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until

such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT

11.1 AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to

execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.1. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given to the Party if the notice is sent to

any Party's representative identified below as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Aegis Law Firm, PC
Kashif Haque
khaque@aegislawfirm.com
Samuel A. Wong
swong@aegislawfirm.com
Jessica L. Campbell
jcampbell@aegislawfirm.com
Alexander G.L. Davies
adavies@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

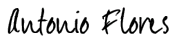
To Defendant: Benjamin A. Emmert
Littler Mendelson, P.C.
50 West San Fernando St., 7th Floor
San Jose, CA 95113
bemmert@littler.com

12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

12.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

8/22/24
Date: _____

PLAINTIFF FLORES

DocuSigned by:

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Antonio Flores
Plaintiff Flores' Successor-in-Interest

Date: _____

PLAINTIFF JONES

Boliver Jones

any Party's representative identified below as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Aegis Law Firm, PC
Kashif Haque
khaque@aegislawfirm.com
Samuel A. Wong
swong@aegislawfirm.com
Jessica L. Campbell
jcampbell@aegislawfirm.com
Alexander G.L. Davies
adavies@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant: Benjamin A. Emmert
Littler Mendelson, P.C.
50 West San Fernando St., 7th Floor
San Jose, CA 95113
bemmert@littler.com

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Date: _____

PLAINTIFF FLORES

Antonio Flores
Plaintiff Flores' Successor-in-Interest

Date: 22/08/24

PLAINTIFF JONES



Boliver Jones (Aug 22, 2024 09:33 CDT)
Boliver Jones

Date: 22/08/24

PLAINTIFF JOVEL


Roberto Jovel (Aug 22, 2024 16:39 PDT)

Roberto Jovel

Date: 23/08/24

PLAINTIFF METOYER


Ron Metoyer (Aug 23, 2024 14:10 PDT)

Ron T. Metoyer

Date: _____

DEFENDANT ACCO ENGINEERED SYSTEMS, INC.

ACCO Engineered Systems, Inc.

By: _____

Date: _____

AEGIS LAW FIRM, PC

Kashif Haque
Samuel A. Wong
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.

Date: _____

Benjamin A. Emmert
Attorneys For Defendant
ACCO Engineered Systems, Inc.

Date: _____

PLAINTIFF JOVEL

Roberto Jovel

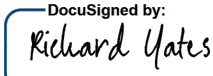
Date: _____

PLAINTIFF METOYER

Ron T. Metoyer

8/22/2024
Date: _____

DEFENDANT ACCO ENGINEERED SYSTEMS, INC.

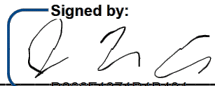
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ACCO Engineered Systems, Inc.
Richard Yates

By: _____
EVP-Operations

8/21/2024
Date: _____

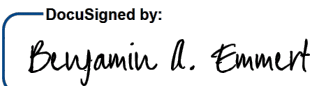
AEGIS LAW FIRM, PC

Signed by:

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Kashif Haque
Samuel A. Wong
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.

8/22/2024
Date: _____

DocuSigned by:

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Benjamin A. Emmert
Attorneys For Defendant
ACCO Engineered Systems, Inc.