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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

DEWITT NUNERY, KHAMKOTH
KEOPADUBSY, and MICHAEL GREBE, on
behalf of themselves and all others similarly
situated and aggrieved,

Plaintiffs,

vs.

SIEMENS MOBILITY, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 34-2019-00271992-CU-OE-GDS

[Assigned for all Purposes to the Hon. Jill H. Talley,
Dept. 8A]

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS; JUDGMENT**

Date: July 31, 2026

Time: 9:30 a.m.

Dept: 8A

FILED
Superior Court of California
County of Sacramento
09/09/2026
T. Shaddix, Deputy

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1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter has come before the Honorable Jill H. Taley in Department 8A of the Sacramento
3 County Superior Court located at 500 G Street, Sacramento, California 95814 on Plaintiffs Dewitt Nunery,
4 Khamkoth Keopadubsy, and Michael Grebe's for Final Approval of Class and PAGA Action Settlement
5 pursuant to California Rules of Court, Rule 3.769 and Labor Code sections 2698 *et seq.*

6 On May 7, 2026, the Court granted Plaintiffs' Unopposed Motion for Preliminary Approval of
7 Class and PAGA Action Settlement and entered an Order in accordance therewith.

8 Having duly considered all papers, evidence and oral arguments in this matter to date, including
9 Plaintiffs' Motion for Final Approval and good cause appearing, the Court **ORDERS, ADJUDGES AND**
10 **DECREEES:**

11 1. All defined terms contained herein shall have the same meaning as set forth in the Parties'
12 Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), a
13 copy of which is attached hereto as Exhibit A.

14 2. This Court has jurisdiction over the claims asserted in this litigation and personal
15 jurisdiction over Plaintiffs, Defendant, and the members of the Settlement Class, as defined in the
16 Settlement Agreement.

17 3. The applicable requirements of the California Code of Civil Procedure section 382 and
18 California Rules of Court, Rule 3.769, have been satisfied with respect to the Settlement Class and the
19 settlement. The Court makes final its earlier provisional certification of the following Settlement Class(es)
20 for purposes of settlement only.

21 A. Settlement Class: all current and former non-exempt or hourly paid employees of
22 Siemens and each of Siemens' past affiliated and related entities (including,
23 without limitation, Siemens Industry, Inc.), who worked for Siemens and each of
24 Siemens' past affiliated and related entities in California at any time from
December 23, 2015 through May 15, 2025.

25 4. Plaintiffs Dewitt Nunery, Khamkoth Keopadubsy, and Michael Grebe are confirmed as
26 the Class Representatives; Shegerian & Associates, Inc., Diversity Law Group, P.C., and Polaris Law
27 Group, LLP are confirmed as Class Counsel; and Phoenix is confirmed as the Settlement Administrator.

1 5. The Notice of Class Action Settlement that was approved on May 7, 2026 and transmitted
2 to the Settlement Class fully and accurately informed the members of the Settlement Class of all material
3 elements of the settlement, including their opportunity to request exclusion from the settlement or object
4 to the settlement; was the best notice practicable under the circumstances; was valid, due and sufficient
5 notice to all members of the Settlement Class; and complied fully with the laws of the state of California,
6 the United States Constitution, due process, Rule 3.766 of the California Rules of Court, and all other
7 applicable laws.

8 6. One Class Member submitted a timely request for exclusion. The Class Member who has
9 requested exclusion from the Settlement Class is **Pedro Sanchez**. This Class Member has thus been excluded,
10 is not entitled to an Individual Settlement Payment, and are not bound by this Judgment except as to the claims
11 arising under the Private Attorneys General Act.

12 7. No members of the Settlement Class has objected to the terms of the Settlement.

13 8. The settlement is fair, reasonable and adequate, and in the best interest of the members of
14 the Settlement Class as a whole. Specifically, the settlement was reached following meaningful discovery
15 and investigation conducted by Class Counsel; is the result of serious, informed, adversarial, and arm's-
16 length negotiations between the parties, and that the terms of the settlement are, in all respects, fair,
17 adequate and reasonable. The Court has considered all of the evidence presented, including evidence
18 regarding the strength of Plaintiffs' case; the risks, expense, and complexity of claims presented; the likely
19 duration of further litigation; the amount offered in the settlement; the extent of investigation and
20 discovery completed; and the experience and views of Class Counsel.

21 9. The settlement is to be effectuated in accordance with the Settlement Agreement.

22 10. A full opportunity has been afforded to the members of the Settlement Class to participate
23 in the hearing on Plaintiffs' Motion for Final Approval, and all members of the Settlement Class and other
24 persons wishing to be heard, have been heard. The members of the Settlement Class have had a full and
25 fair opportunity to exclude themselves from the settlement.

26 11. Upon the date of this Order and the funding of the Gross Settlement Amount, and except
27 as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member
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1 will release the Released Parties of all the Released Claims as defined in the Settlement Agreement.

2 12. Plaintiffs have satisfied their requirement to notify the State of California Labor and
3 Workforce Development Agency of this Settlement and hereby approves the settlement of claims under
4 the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*) in
5 the total amount of \$395,000. The Court orders payment in the amount of \$296,250 to the State of
6 California Labor and Workforce Development Agency in compromise of claims under the Labor Code
7 Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*). The remaining
8 \$98,750 (25% of \$395,000) be allocated to the Net Settlement Amount for distribution to members of the
9 Settlement Class who worked during the PAGA Period, as defined by the Settlement Agreement.

10 13. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendant's obligation
11 to provide to the Administrator the Gross Settlement Amount pursuant to the Settlement Agreement, the
12 Plaintiffs, Aggrieved Employees, Participating Class Members, and the State of California have released the
13 Released Parties of their Released PAGA Claims and Released Class Claims, as defined by the Settlement
14 Agreement.

15 14. The Gross Settlement Amount of \$3,950,000.00 shall be funded within 30 calendar days
16 of the Effective Date. Defendant shall deposit the Gross Settlement Amount into a Qualified Settlement
17 Fund with the Settlement Administrator.

18 15. The Settlement Administrator shall distribute the settlement funds in accordance with the
19 Settlement Agreement.

20 16. The Court approves and orders payment in the amount of \$21,500.00 to Phoenix Settlement
21 Administrators, for performance of its settlement administration services.

22 17. In addition to any recovery that the Plaintiffs may receive under the Settlement Agreement as
23 Settlement Class Members, and in recognition of each Plaintiff's efforts on behalf of the Settlement Class, the
24 Court hereby approves the payment of a service fee award to each Plaintiff in the amount of ^{\$10,000}~~\$15,000.~~

25 18. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
26 ~~\$1,382,500.00~~ ^{\$1,316,666.67} and the reimbursement of litigation expenses in the sum of \$100,000.

27 19. In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this
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Judgment to all Settlement Class Members through the website established by the Settlement Administrator for this Settlement.

20. This Judgment is intended to be a final disposition of the Action in its entirety, and is intended to be immediately appealable.

21. Plaintiffs shall give notice of this Judgment Approving Class Action Settlement.

22. In accordance with and for the reasons stated in the Final Approval Order, this Judgment shall be entered whereby the Plaintiffs, all Settlement Class Members, PAGA Members, and the Labor Workforce & Development Agency shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement, as attached hereto as Exhibit A.

23. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, Settlement Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

24. An accounting summary regarding the distribution of the settlement funds and the status of any unresolved issues shall be filed by 15 days prior. A final accounting hearing regarding the distribution of the settlement funds shall be held on 3/5/27 at 10:30 a.m in Department 8A of Sacramento County Superior Court.

IT IS SO ORDERED AND ADJUDGED.

Dated: 09/09/2026



Jill Talley

Hon. Jill H. Taley
Judge for the Superior Court

EXHIBIT A

Dewitt Nunery v. Siemens Mobility, Inc., et al.
Sacramento County Superior Court Case No. 34-2019-
00271992-CU-OE-GDS

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Plaintiffs Khamkoth Keopadubsy, Dewitt Nunery, and Michael Grebe (“Plaintiffs”), on the one hand, and the Defendant Siemens Mobility, Inc. (“Siemens”), on the other hand. The Agreement refers to Plaintiffs and Siemens collectively as “Parties,” or to one of them individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means *Dewitt Nunery v. Siemens Mobility, Inc., et al.*, Sacramento County Superior Court Case No. 34-2019-00271992-CU-OE-GDS.
- 1.2 “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement, Phoenix Settlement Administrators (“Phoenix”).
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” or “PAGA Group Member” means all current and former non-exempt or hourly paid employees of Siemens and each of Siemens’ past affiliated and related entities (including, without limitation, Siemens Industry, Inc.), who worked for Siemens and each of Siemens’ past affiliated and related entities in California at any time during the PAGA Period.
- 1.5 “Class” refers to all current and former non-exempt or hourly paid employees of Siemens and each of Siemens’ past affiliated and related entities (including, without limitation, Siemens Industry, Inc.), who worked for Siemens and each of Siemens’ past affiliated and related entities in California at any time from December 23, 2015 through May 15, 2025 (“Class Period”).
- 1.6 “Class Counsel” means Shegerian & Associates, Inc., Diversity Law Group, P.C., and Polaris Law Group.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for attorneys’ fees and for reimbursement of all litigation expenses incurred and to be incurred in connection with the Action, *Khamkoth Keopadubsy v. Siemens Mobility, Inc.* U.S. District Court for the Eastern District of California Case No. 2:20-cv-01412-KJM-CKD and Sacramento County Superior Court Case No. 34-2020-00278580-CU-OE-GDS (“Keopadubsy Action”), and *Michael Grebe v. Siemens Mobility, Inc.* Sacramento County Superior Court Case No. 34-2021-

00304270 (“Grebe Action”), including without limitation, filing and court fees, mediation fees, expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of Judgment.

- 1.8 “Class Data” means personally identifying information in Siemens’ possession, including Class Member/PAGA Group Member names, last-known mailing addresses and telephone numbers, Social Security numbers, dates of employment, and the numbers of qualifying Workweeks during the Class Period and/or Pay Periods during the PAGA Period, and any other relevant information needed to calculate settlement payments.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from December 23, 2015, through May 15, 2025.
- 1.13 “Class Representatives” means Khamkoth Keopadubsy, Dewitt Nunery, and Michael Grebe.
- 1.14 “Class Representative Enhancement Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Sacramento.
- 1.16 “Siemens” means the Defendant, Siemens Mobility, Inc.
- 1.17 “Defense Counsel” means Baker & Hostetler LLP, acting through attorneys Eric L. Barnum, Nicholas D. Poper, and Jennifer D. Ghassemi.
- 1.18 “Effective Date” means one (1) day after the Court’s Final Approval Order and Judgment have become final, which shall be the latest of the following dates, as applicable: (i) in the event that any Class Member has filed an objection to the Settlement, and thereafter any appeal relating thereto, the date any appellate court has rendered a final ruling affirming the Court’s Final Approval of the Settlement without material modification; (ii) in the event that any Class Member has filed an objection to the Settlement, the date that the deadline for seeking appellate review of the Court’s final approval of the Settlement

has passed without the filing of a timely appeal or timely request for review, or (iii) in the event that no Class Member has filed an objection to the Settlement, the date that the Court enters its Final Approval order and Judgment.

- 1.19 “Final Approval” and “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means Three Million, Nine Hundred and Fifty Thousand Dollars and Zero Cents (\$3,950,000.00), which is the total amount Siemens agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payments, and the Administrator’s Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by that Participating Class Member during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked by that Aggrieved Employee during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Enhancement Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the “Net Settlement Amount” to be paid to Participating Class Members and Aggrieved Employees as Individual Class Payments and Individual PAGA Payments (which may be combined into a single payment).
- 1.28 “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.
- 1.29 “Operative Complaint” or the “Second Amended Complaint” means the Second Amended Complaint that Plaintiffs shall, as part of this Settlement, file in this Action. The Second Amended Complaint will add claims for rounding, failure to reimburse personal protective equipment costs, and failure to provide paid sick leave at the regular

rate of pay, add Khamkoth Keopadubsy and Michael Grebe as named plaintiffs, add Diversity Law Group, P.C., and Polaris Law Group as Class Counsel, and dismiss Acara Solutions, Inc. without prejudice.

- 1.30 “PAGA Period” means the period from October 14, 2018, through the date of Preliminary Approval of the Settlement.
- 1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).
- 1.32 “PAGA Notice” means Plaintiffs’ amended letter to Siemens and the LWDA that amends Plaintiffs’ respective LWDA letters to Siemens and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.33 “PAGA Penalties” means Three Hundred Ninety-Five Thousand Dollars (\$395,000), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to Aggrieved Employees and 75% to the LWDA, in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Pay Period” means any pay period during which an Aggrieved Employee worked for Siemens for at least one day during the PAGA Period.
- 1.36 “Plaintiffs” means Khamkoth Keopadubsy, Dewitt Nunery, and Michael Grebe.
- 1.37 “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s Order granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.39 “Released PAGA Claims” means the claims being released or precluded as described in Paragraph 5.2 below.
- 1.40 “Released Parties” means Siemens and each of its former, present, and future subsidiaries, affiliates, predecessors, successors, and/or assigns (including, without limitation, Siemens Industry, Inc.) and each of its/their former, present, and future directors, officers, shareholders, owners, members, employees, attorneys, insurers, consultants, and agents.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail Objections to the Settlement, or (c) submit any challenges to the Workweek

calculation. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline or until the Response Deadline, whichever is later.

1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44 “Workweek” means any week during which a Class Member worked for Siemens for at least one day during the Class Period.

2. RECITALS.

2.1 On December 23, 2019, Plaintiff Dewitt Nunery commenced this Action by filing a class action complaint against Siemens Mobility, Inc.; Acara Solutions, Inc.; and Aleron, Group, Inc. On February 4, 2020, Plaintiff Dewitt Nunery filed a First Amended Class Action & PAGA Representative Action Complaint.

2.2 On May 14, 2020, Plaintiff Khamkoth Keopadubsy filed a class and PAGA representative action complaint against Siemens Mobility, Inc.

2.3 On July 15, 2021, Plaintiff Michael Grebe filed a PAGA representative action complaint against Siemens Mobility, Inc.

2.4 In connection with this Settlement and as agreed to by the Parties, on July 11, 2025, Plaintiff Khamkoth Keopadubsy filed a stipulated remand of the Keopadubsy Action to Sacramento County Superior Court. On July 28, 2025, the Eastern District remanded the Keopadubsy Action to Sacramento County Superior Court. After the remand, Plaintiffs will file a Second Amended Complaint in Nunery, as defined above, via a Joint Stipulation for Order for Second Amended Complaint.

2.5 The request for permission to file a Second Amended Complaint shall be filed on or before the date of the filing of the motion for preliminary approval. Class Counsel will share the draft Second Amended Complaint for comments by defense counsel with reasonable notice before filing the request with the Court to file same. Class Counsel shall seriously consider in good faith Defense Counsel’s comments before filing. Plaintiffs shall also dismiss Defendant Acara Solutions, Inc. without prejudice.

2.6 The Parties will treat the Second Amended Complaint as the operative complaint in the Action (the “Operative Complaint”). Siemens denies all material allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.7 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave written notice to Siemens and the LWDA by sending the PAGA Notice.

2.8 On May 15, 2025, the Parties participated with mediator Michael Loeb, in an all-day mediation, and continued settlement discussions facilitated by the mediator for several months thereafter, which led to this Agreement.

2.9 Prior to mediation, Plaintiffs obtained time records and payroll records of all non-exempt employees, plus summary data from Siemens regarding the number of shifts, workweeks, and pay periods at issue. Plaintiffs have also conducted significant discovery in the Nunery, Keopadubsy, and Grebe Actions which collectively included propounding and responding to written discovery, obtaining class contact information, payroll data, and timekeeping data, reviewing over 2,000 pages of document production, and deposing Defendant's PMK witnesses. Plaintiffs' investigation satisfies the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-30 (2008) ("*Dunk/Kullar*").

2.10 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 *Gross Settlement Amount.* Except as otherwise provided by Paragraph 8 below, Siemens promises to pay \$3,950,000 and no more as the Gross Settlement Amount and to separately pay any employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Siemens need not pay the Gross Settlement Amount (or any payroll taxes) by the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring any claim as a condition of payment. This Settlement is non-reversionary such that none of the Gross Settlement Amount will revert to Siemens.

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 Order:

3.2.1 *To Class Representatives:* Class Representative Enhancement Payments to the Class Representatives of not more than \$15,000 *each* (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive), for a total of \$45,000. Siemens will not oppose Plaintiffs' request for a Class Representative Enhancement 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 Enhancement Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue IRS Form 1099s for the Class Representative Enhancement Payments. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payments.

3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount (or \$1,382,500), and a Class Counsel Litigation Expenses Payment of not more than \$100,000. The award of Class Counsel Fees Payment shall be paid to Shegerian and Associates, Inc., Diversity Law Group,

P.C., and Polaris Law Group, divided as follows: 60% to Shegerian and Associates, Inc., 26% to Diversity Law Group, P.C., and 14% to Polaris Law Group, regardless of Iodestar. Plaintiffs have consented to this fee split in a separate joint prosecution agreement and further consent by signing this settlement agreement. Siemens will not oppose requests for these payments, provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and for 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 or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment 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 responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Siemens harmless, and indemnifies Siemens, from any dispute or controversy regarding any division or sharing of any of these Payments. Class Counsel shall inform the Administrator of any split between them regarding the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 *To the Administrator:* An Administration Expenses Payment not to exceed \$21,500, except for a showing of good cause and as approved by the Court. To the extent that the Administration Expenses are less or that the Court approves payment of less than \$21,500 then the excess shall become part of the Net Settlement Amount to be paid to Class Members and Aggrieved Employees.

3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's attributed workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class Period. Determination of the number of workweeks that a Participating Class Member worked shall be based on Siemens' time records. The Parties will consider in good faith any challenge to the Workweeks supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of 20% 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. A total of 80% 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 Aggrieved Employees:* PAGA Penalties in the amount of \$395,000 are to be paid from the Gross Settlement Amount, with 75% (\$296,250) allocated to the LWDA PAGA Payment and 25% (\$98,750) allocated to the Individual PAGA Payments.

3.2.5.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Siemens at any time during the PAGA Period, based on their proportional number of Pay Periods worked for Siemens during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee’s individual Pay Periods worked during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 *Class Data.* Not later than thirty (30) calendar days after Defense Counsel’s receipt of the Preliminary Approval Order, Siemens will deliver the Class Data to the Administrator, in the form of a spreadsheet. 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 perform under this Agreement.

4.2 *Funding of Gross Settlement Amount.* Siemens shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Siemens’ share of payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date.

- 4.3 *Payments from the Gross Settlement Amount.* Within ten(10) calendar days after Defendant fully 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 Enhancement Payments.
- 4.3.1 The Administrator will issue checks to cover the Individual Class Payments and Individual PAGA Payments and will 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 Aggrieved Employees 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database and conduct a skip trace.
- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members or Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven 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 or Aggrieved Employees 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.
- 4.3.3 For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Participating Settlement Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Siemens 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. **RELEASES AND PRECLUSION OF CLAIMS.** Upon funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement:
- 5.1 *Release by Participating Class Members:* All Participating Class Members fully release Siemens Mobility, Inc., and the Released Parties from any and all claims that have been or reasonably could have been alleged or asserted in the Second Amended Complaint in the Action and in any notices sent to the LWDA, based on facts and claims alleged in the Action, that accrued during the Class Period. This release includes, without limitation, release of all claims for alleged failure to pay or properly calculate wages of any form, including failure to pay or properly calculate minimum wage, claims for failure to pay all wages due to time rounding, claims for failure to pay or properly calculate overtime, claims for failure to pay or properly calculate sick pay, claims for failure to pay or properly calculate any other wage, claims for failure to provide accurate itemized wage statements, claims for failure to timely pay wages, claims for failure to pay, properly calculate or provide meal or rest periods or meal or rest period premiums, claims for failure to timely pay wages due at end of employment, claims for failure to reimburse expenses, claims for failure to maintain employment records, claims for unfair competition based upon any of the foregoing, and claims under California Business and Professions Code sections 17200 et seq.
- 5.2 *PAGA Release:* PAGA Group Members fully release Siemens Mobility, Inc., and the Released Parties from any and all claims for PAGA penalties that have been or reasonably could have been alleged or asserted in the Second Amended Complaint in the Action and in any notices sent to the LWDA, based on the facts and claims alleged in the Action, that accrued during the PAGA Period s (the “PAGA Release”). This includes, without limitation, a release of PAGA penalties for all claims listed in Paragraph 5.1 of this Agreement. It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon all Aggrieved Employees upon Court approval and payment of the PAGA Penalties. Further, the Aggrieved Employees are bound by the PAGA Release regardless of whether they cash the check with their PAGA Payment.
6. **MOTION FOR PRELIMINARY APPROVAL.** Upon full execution of this Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within 90 calendar days, and will share their draft for comments by Defense Counsel with reasonable notice before filing. Class Counsel shall seriously consider in good faith Defense Counsel’s comments on the draft of the motion before filing any motion.
- 6.1 *Plaintiffs’ Responsibilities.* Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (O(2)); (ii) a draft

proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. After remand, Plaintiffs agree to file a Second Amended Complaint in this Action, pursuant to Paragraph 1.30.

- 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 90 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 Order granting Preliminary Approval to the Administrator.
- 6.3 *Responsibility of Defense Counsel.* Defense counsel shall procure the class list and data necessary for administration of the settlement and shall send same to the Administrator within thirty (30) days after preliminary approval is granted.
- 6.4 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement or otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 *Selection of Administrator.* The Parties have jointly selected Phoenix to serve as the Administrator and have verified that, as a condition of appointment, that Phoenix 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 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 Using best efforts to perform as soon as possible, within fourteen (14) calendar days after preliminary approval of the Agreement, the Administrator will send to all Class Members identified in the Class Data, via first-class 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 total dollar amount of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and perform a skip trace using Accurint or a similar skip trace process.

7.4.2 Not later than five court 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.

7.4.3 The deadlines for Class Members’ written objections, challenges to workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (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.

7.4.4 If the Administrator, Siemens, 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 confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 *Requests for Exclusion (Opt Outs).*

7.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixteen (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 the Class Member's 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 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified by 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, then 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 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' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for and will receive an Individual PAGA Payment.
- 7.5.5 PAGA Group Members/Aggrieved Employees may not opt out of the PAGA portion of the Settlement.
- 7.6 *Challenges to Calculation of Workweeks.* Each Class Member shall have sixty (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 workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The

Administrator shall promptly provide copies of all challenges to calculation of workweeks and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.7 *Objections to Settlement.*

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 sixty (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 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 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 Enhancement Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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 five 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 submitted (and indicate whether each Request for Exclusion is valid or invalid).

- 7.8.3 *Weekly Reports.* The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that 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 workweeks received or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide 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 *Workweek 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 qualifying workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 *Administrator’s Declaration.* Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of 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 (indicating which are valid or invalid), and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 *Final Report by Settlement Administrator.* Within ten (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 made under this Agreement. At least fifteen (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. **ESCALATOR CLAUSE.** The parties recognize that the Gross Settlement Amount is predicated upon no more than approximately 250,000 pay periods worked by Class Members during the time period of December 23, 2015 through May 15, 2025. If the actual number of pay periods worked by Class Members is more than 7% above 250,000 (or an additional 17,500 pay periods) during the time period of December 23, 2015 through Preliminary Approval, Siemens will at its option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over 7% (for example, if the number is 8% higher, the Gross Settlement Amount will be increased by 1%), or (b) agree to shorten and close the Class Period and PAGA Period on the date that is closest to without exceeding 267,500 pay periods so as to eliminate the need to

increase the Gross Settlement Amount. Defense Counsel will notify Class Counsel of Siemens' election after the date of the Court's Order granting Preliminary Approval is known and within seven (7) days of being notified by the Administrator that this escalator clause has been triggered.

9. **SIEMENS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% or more of all Class Members, then Siemens may, but need not, elect to withdraw from the Settlement. The Parties agree that if Siemens withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Siemens will remain responsible for paying all Settlement Administration Expenses incurred to that point. Siemens must notify Class Counsel and the Court of its election to withdraw not later than 15 days after expiration of the opt-out period; late elections will have no effect on Siemens' right to withdraw. If Siemens exercises this right, Siemens shall be solely responsible for any settlement administration costs that were incurred.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 *Response to Objections.* Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 *Duty to Cooperate.* If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. Any decision by the Court to award less than the amounts requested for the Class Representative Enhancement Payments, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 *Continuing Jurisdiction of the Court.* The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

11. **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 Siemens agrees to stipulate to a stay in the Keopadubsy and Grebe Actions pending approval of this Settlement. Within fourteen (14) calendars days of Defendant's funding of the Gross Settlement Amount, Keopadubsy and Grebe will submit a dismissal of their Action without prejudice.
- 12.2 *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 Siemens that any allegation in the Operative Complaint has merit or that Siemens has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Siemens' 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, Siemens reserves the right to contest certification of any class for any reasons, and Siemens reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Siemens' defenses. The Settlement, this Agreement, and the 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).
- 12.3 *No Solicitation.* The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 *Integrated Agreement.* Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 *Attorney Authorization.* Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Siemens, 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.
- 12.6 *Cooperation.* The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things,

modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

- 12.7 *No Prior Assignments.* The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 *No Tax Advice.* Neither Plaintiffs, Class Counsel, Siemens, 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.
- 12.9 *Modification of Agreement.* This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their counsel/representatives and approved by the Court.
- 12.10 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 *Applicable Law.* All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12 *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 *Confidentiality.* To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 *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.
- 12.15 *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.
- 12.16 *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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Mai Tulyathan (State Bar No. 316704)
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ERIC L. BARNUM, SBN 176064
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Facsimile: 404.459.5734
Email: ebarnum@Bakerlaw.Com

ATTORNEYS FOR DEFENDANT
SIEMENS MOBILITY, INC.

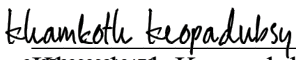
12.17 *Execution in Counterparts.* This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same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

12.18 *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.

Agreed to as of December 18, 2025

FOR PLAINTIFFS AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Signed by:



6101699002164F4
Khankoth Keopadubsy

Dewitt Nunery



Michael N. Grebe

FOR DEFENDANT SIEMENS MOBILITY, INC.

APPROVED AS TO FORM AND CONTENT:

Dated: December 19, 2025

SHEGERIAN & ASSOCIATES, INC.

Carney R. Shegerian

Anthony Nguyen

Erik Dos Santos

Attorneys for Plaintiffs

DIVERSITY LAW GROUP, P.C.

12.17 *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 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Agreed to as of December 15, 2025

FOR PLAINTIFFS AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Khamkoth Keopadubsy



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Dewitt Nunery

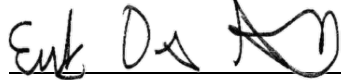
Michael N. Grebe

FOR DEFENDANT SIEMENS MOBILITY, INC.

APPROVED AS TO FORM AND CONTENT:

Dated: December 15, 2025

SHEGERIAN & ASSOCIATES, INC.



Carney R. Shegerian

Anthony Nguyen

Erik Dos Santos

Attorneys for Plaintiffs

DIVERSITY LAW GROUP, P.C.

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Agreed to as of _____, 2025

FOR PLAINTIFFS AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Khamkoth Keopadubsy

Dewitt Nunery

Michael N. Grebe

FOR DEFENDANT SIEMENS MOBILITY, INC.

Tobias Bauer Digitally signed by Tobias Bauer
Date: 2025.12.17 00:30:56 -05'00' Blumenstein Digitally signed by Blumenstein Bernd
DN: cn=Blumenstein Bernd, c=DE,
o=Siemens,
email=bernd.blumenstein@siemens.com
Date: 2025.12.17 09:39:20 -05'00' Bernd

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2025

SHEGERIAN & ASSOCIATES, INC.

Carney R. Shegerian
Anthony Nguyen
Erik Dos Santos

Attorneys for Plaintiffs

DIVERSITY LAW GROUP, P.C.



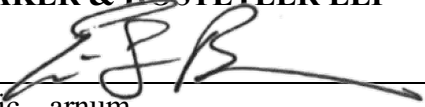
Larry Lee
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Attorneys for Plaintiffs

BAKER & HOSTETLER LLP

Eric Barnum
Nicholas D. Poper
Jennifer D. Ghassemi
Attorneys for Defendant

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Mai Tulyathan
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Eric Arnun
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Attorneys for Defendant

EXHIBIT A

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

DEWITT NUNERY V. SIEMENS MOBILITY, INC., ET AL., CASE NO. 34-2019-00271992-
CU-OE-GDS

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) entitled *Dewitt Nunery v. Siemens Mobility, Inc., et al.* for alleged wage-and-hour violations. The Action was filed by former Siemens Mobility, Inc. employees Dewitt Nunery, Khamkoth Keopadubsy, and Michael Grebe (“Plaintiffs”) and seeks payment of back wages (unpaid minimum wages, unpaid overtime, unpaid wages due to time rounding, unpaid sick time), penalties for failure to provide meal or rest periods or meal or rest period premiums, penalties for failure to timely pay wages upon separation of employment, for unreimbursed employment-related expenditures, failing to maintain accurate records, for inaccurate wages statements, and unfair business practices for a class of hourly, non-exempt employees (“Class Members”) who worked for Siemens Mobility, Inc. during the Class Period (at any time between December 23, 2015, through May 15, 2025). For the purposes of this Notice, Siemens Mobility, Inc. shall be referred to here as the “Company.” The Company denies any and all liability for these claims and maintains that it complied with all applicable laws. Nothing in this Notice should be imputed as an admission of liability.

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

Based on the Company’s records, **your Individual Class Payment is estimated to be \$ _____ (less withholding). [(For PAGA Aggrieved Employees) Your Individual PAGA Payment is estimated to be \$ _____.]** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period, which is October 14, 2018 through [Preliminary Approval Date].)

The above estimates are based on the Company’s records showing that **you worked for _____ workweeks during the Class Period [(For PAGA Aggrieved Employees) and you worked for _____ pay periods during the PAGA Period]**. If you believe that you worked for more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out). If you wish to opt-out of the Class Settlement, you must send the Administrator by mail, email, or fax a timely written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed).

To be valid, a Request for Exclusion must be timely sent by mail, email, or fax by the deadline set forth by the Administrator. The Request for Exclusion must: (1) contain your name, address, telephone number, and last four digits of your Social Security number or employee identification number; (2) reasonably communicate that you wish to be excluded from the Settlement; (3) be signed by you; and (4) be sent by the Response Deadline to the Settlement Administrator at the address, email address, or fax number specified in the Class Notice. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

If you exclude yourself from the Settlement Class, you will not be entitled to any recovery under this Settlement, will not be bound by the terms of the Settlement, and will not have any right to object, appeal, or comment on the Settlement.

You cannot opt-out of the PAGA portion of the proposed Settlement.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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 Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former Company employees. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, sick pay, time rounding wages, wages due upon termination, reimbursable expenses, and failing to provide meal periods, rest breaks, maintain accurate records, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted claims for unfair business practices and for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

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

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

The Court has not made a determination whether the Company violated the law or that Plaintiffs are correct on the merits. In the meantime, Plaintiffs and the Company participated in mediation with an experienced, neutral mediator to help negotiate the Action (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, Plaintiffs and the Company came to a mutually agreeable resolution. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit it violated any laws, that a class could be certified, or that any of the facts alleged by Plaintiffs are true.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- (a) The Company Will Pay \$3,950,000 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will

use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsels' attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Company will fund the Gross Settlement not more than fourteen (14) calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or if the Judgment is appealed.

- (b) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- (i) Up to \$1,382,500 (thirty five percent of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$100,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (ii) Up to \$15,000 to each Plaintiff, a total of \$45,000, as Class Representative Awards for filing and prosecuting the Action, working with Class Counsel and representing the Class.
 - (iii) Up to \$21,500 to the Administrator for services administering the Settlement.
 - (iv) Up to \$395,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion, assuming the above is approved by the Court. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Such breakdown is a condition precedent to this Agreement.

Although Plaintiffs and the Company 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.

- (a) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- (a) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you exclude yourself from the Class Settlement by timely, compliant, and signed written Request to the Administrator not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent by mail, email, or fax by the deadline set forth by the Administrator. The Request for Exclusion must: (1) contain your name, address, telephone number, and last four digits of your Social Security number or employee identification number; (2) reasonably communicate that you wish to be excluded from the Settlement; (3) be signed by you; and (4) be sent by the Response Deadline to the Settlement Administrator at the address, email address, or fax number specified in the Class Notice. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- (b) You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.
- (c) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and the Company have agreed that, in either case, the

Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

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

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

- (f) As of the date of the funding of the settlement after final approval by the Court, all Settlement Class Members who have not validly opted-out will fully and finally release the Released Parties from any and all Class Released Claims. All Participating Class Members fully release Siemens Mobility, Inc., and the Released Parties from any and all claims that have been or reasonably could have been alleged or asserted in the Second Amended Complaint in the Action and in any notices sent to the LWDA, based on facts and claims alleged in the Action, that accrued during the Class Period. This release includes, without limitation, release of all claims for alleged failure to pay or properly calculate wages of any form, including failure to pay or properly calculate minimum wage, claims for failure to pay all wages due to time rounding, claims for failure to pay or properly calculate overtime, claims for failure to pay or properly calculate sick pay, claims for failure to pay or properly calculate any other wage, claims for failure to provide accurate itemized wage statements, claims for failure to timely pay wages, claims for failure to pay, properly calculate or provide meal or rest periods or meal or rest period premiums, claims for failure to timely pay wages due at end of employment, claims for failure to reimburse expenses, claims for failure to maintain employment records, claims for unfair competition based upon any of the foregoing, and claims under California Business and Professions Code sections 17200 et seq.
- (g) Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Company has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims

against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

Aggrieved Employees fully release Siemens Mobility, Inc., and the Released Parties from any and all claims for PAGA penalties that have been or reasonably could have been alleged or asserted in the Second Amended Complaint in the Action and in any notices sent to the LWDA, based on the facts and claims alleged in the Action, that accrued during the PAGA Period (the "PAGA Release").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (a) Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members, and (b) multiplying the result by the number of weeks worked by each individual Participating Class Member.
- (b) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$98,750 by the total number of pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.
- (c) Workweek Challenges. Your number of Workweeks during the Class Period and the Pay Periods during the PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until the deadline provided by the Administrator to challenge the number of weeks you were employed credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.
- (d) You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and Pay Periods based on the Company'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 challenges to the number of Workweeks and Pay Periods based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Dewitt Nunery, et. al. v. Siemens Mobility, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and the Company are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://www.saccourt.ca.gov/default.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Dewitt Nunery v. Siemens Mobility, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment for

the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

The Court will conduct a Final Approval Hearing regarding the proposed settlement on [DATE], at [TIME] a.m., in Department 23 of the Superior Court of California, County of Sacramento, located at 720 9th Street, Sacramento, California 95814, before Judge Jill H. Taley. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.saccourt.ca.gov/general/general.aspx>.

At the Final Fairness Hearing, the Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiffs as a service payment, (vi) the amount awarded to the Settlement Administrator, and (vii) the amount payable to the Labor and Workforce Development Agency. At the Final Settlement Hearing, the Court may hear all properly submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you at your own cost, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the Settlement. If you would like to attend this hearing, you don't have to but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. The most update information regarding appearances and procedures at the Courthouse are found at: <https://www.saccourt.ca.gov/general/general.aspx>. If you wish to appear at the final approval hearing remotely, you can join the Court's Zoom link or by phone. To join the Zoom link, visit <https://saccourt-ca-ov.zoomgov.com/my/sscdept23>. To join by phone, dial (833) 568-8864 and enter ID code 16108301121.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything that the Company and Plaintiffs have agreed to under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED].

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.saccourt.ca.gov/default.aspx>) and entering the Case Number for the Action, Case No. 34-2019-00271992-CU-OE-GDS.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT. PLEASE CONTACT THE SETTLEMENT
ADMINISTRATOR WITH QUESTIONS.**

The Contact information for the Settlement Administrator is as follows:

Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendants
Carney R. Shegerian CShegerian@Shegerianlaw.com Anthony Nguyen ANguyen@Shegerianlaw.com Erik Dos Santos EDossantos@shegerianlaw.com SHEGERIAN & ASSOCIATES, INC. 11520 San Vicente Boulevard Los Angeles, California 90049 Telephone Number: (619) 916-9794 Facsimile Number: (310) 860 0771 Larry W. Lee (State Bar No. 228175) Mai Tulyathan (State Bar No. 316704) DIVERSITY LAW GROUP, P.C. 515 S. Figueroa St., Suite 1250 Los Angeles, CA 90071 (213) 488-6555 (213)488-6554 facsimile	SABRINA L. SHADI, SBN 205405 NICHOLAS D. POPER, SBN 293900 JENNIFER D. GHASSEMI, SBN 312110 BAKER & HOSTETLER LLP 1900 Avenue of the Stars, Suite 2700 Los Angeles, CA 90067-4301 Telephone: 310.820.8800 Facsimile: 310.820.8859 Emails: sshadi@bakerlaw.com npoper@bakerlaw.com jghassemi@bakerlaw.com ERIC L. BARNUM, SBN 176064 BAKER & HOSTETLER LLP 1170 Peachtree Street, Suite 2400 Atlanta, GA 30309-7676 Telephone: 404.459.0050 Facsimile: 404.459.5734 Email: ebarnum@bakerlaw.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date (180 days after the check mailing date) on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

You should immediately notify the Administrator if you move or otherwise change your mailing address.

2 **PROOF OF SERVICE**3 **STATE OF CALIFORNIA, COUNTY OF SACRAMENTO**4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action; my business address is 320 N. Larchmont Boulevard, Los Angeles,
6 California, 90004.7 On January 26, 2026, I served the foregoing document, described as “[PROPOSED] ORDER
8 GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND
9 APPLICATION FOR ATTORNEYS’ FEES AND COSTS; JUDGMENT” on all interested parties
10 in this action by placing a true copy thereof in a sealed envelope, addressed as follows:11 Sabrina L. Shadi
12 Nicholas D. Poper
13 Jennifer D. Ghassemi
14 **Baker & Hostetler LLP**
15 1900 Avenue of the Stars, Suite 2700
16 Los Angeles, CA 90067-4301sshadi@bakerlaw.com
npoper@bakerlaw.com
jghassemi@bakerlaw.com17 Eric L. Barnum
18 **Baker & Hostetler LLP**
19 1170 Peachtree Street, Suite 2400
20 Atlanta, GA 30309-7676

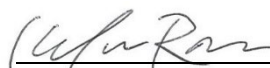
ebarnum@bakerlaw.com

*Attorneys for: Siemens Mobility, Inc.*21 Robert S. Nelson
22 **Nelson Law Group**
23 345 West Portal Avenue, Suite 110
24 San Francisco, CA 94127

rnelson@nelsonlawgroup.net

*Attorneys for Acara Solutions, Inc.; and
Aleron Group, Inc.*25 ☒ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted
26 above.27 ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the
28 above is true and correct.

Executed on July 27, 2026, at Los Angeles, California.


Kelvin Romero