

PAGA SETTLEMENT AGREEMENT

This PAGA SETTLEMENT AGREEMENT is made by and between Defendant Automation Anywhere, Inc., and Plaintiff Tiffany Dreyer ("Plaintiff") (collectively referred to as the "Parties"), on behalf of herself, all PAGA Settlement Members as set forth herein, and the State of California. The Parties hereby agree that the PAGA Claims in the Action as defined and described below shall be settled on the terms and conditions set forth herein and that this PAGA Settlement Agreement is intended to be a full and final resolution of the PAGA Claims in the Action and the Released Claims as detailed below.

RECITALS

- A. WHEREAS, Plaintiff was employed by Defendant from June 2019 to June 2020.
- B. WHEREAS, on October 26, 2020, Plaintiff filed her initial Complaint and filed a First Amended Complaint ("FAC"), the operative complaint in this case, on March 15, 2021 in the Superior Court of Santa Clara County, entitled Tiffany Dreyer, as an individual and on behalf of Aggrieved Employees v. Automation Anywhere, Inc., County of Santa Clara Superior Court Case No. 20-CV-372730 (the "Action"). In the FAC, Plaintiff asserted various individual claims for alleged retaliation, discrimination, failure to prevent retaliation and discrimination, wrongful discharge, unfair competition, and violation of the California Equal Pay Act ("Individual Claims"), as well as claims on behalf of the State of California and Defendant's California-based, female-employees who worked for Defendant from August 19, 2019, to the date of judgment (the putative aggrieved employees) under two separate theories: for Defendant's alleged violation of the California Equal Pay Act and for alleged retaliation pursuant to Labor Code sections 1102.5 and 98.6 ("PAGA Claims").
- C. WHEREAS, on April 12, 2022, Plaintiff filed an Amended Labor Workforce Development Agency ("LWDA") letter giving notice of a third theory of PAGA recovery pursuant to Labor Code section 432.3 for Defendant's alleged reliance on employee candidates' prior salary when setting new hire salaries.
- D. WHEREAS, through the litigation of this Action, the Parties have engaged in extensive informal and formal discovery. On May 18, 2022, the Parties mediated the Action with Lisa Klerman and agreed to settle the entire Action through an executed Memorandum of Understanding ("MOU"), which was agreed to be further memorialized by this PAGA Settlement Agreement and a separate Individual Settlement Agreement and was intended to be a full and final resolution of the Action. The Parties have reached this PAGA Settlement Agreement, and the separately executed Individual Settlement Agreement, only after discovery and investigation was performed, as well as mediation negotiations with the assistance of a neutral mediator.
- E. WHEREAS, Defendant generally denies all of Plaintiff's allegations in the Action and, more specifically, denies that it undertook any actions that were wrongful, unlawful, or that it caused damage to Plaintiff or the putative aggrieved employees.

F. WHEREAS, Plaintiff is represented in the Action by:

Galen T. Shimoda, Esq.
Justin P. Rodriguez, Esq.
Shimoda & Rodriguez Law, PC
9401 Stockton Boulevard, Suite 120
Elk Grove, CA 95624

Laura L. Ho, Esq.
Mengfei Sun
Goldstein, Borgen, Dardarian & Ho
155 Grand Avenue, Suite 900
Oakland, CA 94612

G. WHEREAS, Defendant is represented by:

Alison L. Tsao, Esq.
M. Leah Cameron, Esq.
CDF Labor Law LLP
600 Montgomery St., Suite 440
San Francisco, CA 94111

H. WHEREAS, in order to avoid the expense of further litigation, and the uncertainty as to any recovery, the Parties wish to effectuate a full and complete resolution of the PAGA Claims in the Action as set forth in this PAGA Settlement Agreement.

I. WHEREAS, the Parties acknowledge that the execution of this PAGA Settlement Agreement is the result of compromise and negotiations between the Parties, that this PAGA Settlement Agreement is entered into in good faith by the Parties, and that this PAGA Settlement Agreement shall never be considered at any time or for any purpose as an admission of liability by Defendants.

J. WHEREAS, Plaintiff represents that she is satisfied that her legal counsel have used their best efforts to pursue and resolve her claims against Defendants in a manner that is fair to her and the PAGA Settlement Members.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made by Plaintiff, on the one hand, and Defendant, on the other hand, as more fully detailed below, the Parties agree as follows:

1. No Admission of Liability

By entering into this PAGA Settlement Agreement, Defendant does not admit to any wrongdoing or liability. Nothing contained herein shall be deemed to constitute an admission or evidence of liability on the part of Defendant.

2. Settlement Administrator

The Parties have selected ILYM Group, Inc., (the "Settlement Administrator") to administer this PAGA Settlement Agreement, as well as the Individual Settlement Agreement. The

Settlement Administrator shall acknowledge that it has fiduciary obligations to the Plaintiff, the PAGA Settlement Members, and Defendant. The Settlement Administrator shall attest that it will not allow any disbursements to be made from the QSF (defined below), except as expressly authorized by this PAGA Settlement Agreement or as ordered by the Court.

3. Defendant Automation Anywhere, Inc.

“Defendant” as referenced herein and as released in this PAGA Settlement Agreement includes Automation Anywhere, Inc., a California corporation; as well as Automation Anywhere, Inc., a Delaware corporation; and their present and former officers, directors, members, managers, shareholders, agents, parents, subsidiaries, affiliated entities, insurers, operators, partners, joint ventures, successors or assignees (“AAI”).

4. PAGA Settlement Members

“PAGA Settlement Members” means all current and former California based, female employees at the Vice President level and below in the Marketing Department of AAI who worked between August 19, 2019 and either (1) the date that the Court enters an Order approving this PAGA Settlement Agreement and dismissing the Action, or (2) September 6, 2022, which represents 90 days after the fully executed Memorandum of Understanding, whichever date is earlier. Based on data produced by Defendant for the mediation, there are approximately 52 PAGA Settlement Members.

5. Consideration

Plaintiff and her counsel have conducted necessary discovery and performed a thorough analysis of the law and facts relating to the claims asserted in the Action. Based upon their investigation and discovery, and taking into account the sharply contested issues, the expense and time necessary to pursue the Action, the risks and costs of further prosecution of the Action, the uncertainties of complex litigation, the prior experience of Plaintiff’s counsel in similar cases, and the benefits to the PAGA Settlement Members, the Plaintiff and her counsel believe that a settlement with Defendant on the terms set forth herein is fair, reasonable, and adequate and in the best interest of the PAGA Settlement Members. Plaintiff, on her own behalf and on behalf of the PAGA Settlement Members and the State of California, has agreed to settle the Action on the terms set forth herein.

In addition to the other covenants, promises and agreements documented in this PAGA Settlement Agreement and the Individual Settlement Agreement, Defendant has agreed to pay a Total Settlement Amount (“TSA”) of three hundred and thirty-five thousand dollars (\$335,000.00), which is conditioned on Court approval of this PAGA Settlement Agreement, which is meant to resolve the Action in its entirety for all Individual Claims and PAGA Claims, and which is inclusive of civil penalties recoverable under PAGA payable to the LWDA and PAGA Settlement Members. The TSA is an all-inclusive, non-reversionary gross amount that includes all payments of any type required under this PAGA Settlement Agreement and the Individual Settlement Agreement. The TSA is divided as follows: three hundred thousand dollars (\$300,000.00) is allocated as consideration for the resolution of the Individual Claims as documented in the separate Individual Settlement Agreement and thirty-five thousand dollars (\$35,000.00) is allocated as consideration for the resolution of the PAGA Claims (“Gross PAGA Settlement Amount” or “GPSA”) as documented in this PAGA Settlement Agreement and is

allocated as set forth herein. The TSA shall be deposited into an account from which all amounts required under the PAGA Settlement Agreement shall be paid.

Payment of the TSA by Defendant is strictly for the purpose of compromising disputed matters and shall not be construed as compensation for purposes of determining eligibility for any employee benefit provided by Defendant or by law, including but not limited to vacation, holiday, sick leave, 401(k) deferred or matching funds, or other health and welfare benefit.

6. Allocation of the Gross PAGA Settlement Amount

Defendant agrees to pay the GPSA in the amount of thirty-five thousand dollars (\$35,000.00) to resolve the PAGA Claims. The GPSA is an all-inclusive, non-reversionary gross amount that includes all payments of any type required under the PAGA Settlement Agreement. The GPSA shall be allocated as follows:

a. Attorneys' Fees and Costs

In consideration for settling the Action and in exchange for the release by the PAGA Settlement Members, and subject to final approval by the Court, Defendant will not oppose Plaintiff's application to the Court for attorneys' fees under this PAGA Settlement Agreement in an amount not to exceed ten thousand dollars (\$10,000.00). Defendant will also not oppose Plaintiff's application to the Court for attorneys' costs under this PAGA Settlement Agreement in an amount not to exceed seven thousand dollars (\$7,000.00). All amounts awarded as attorneys' fees or costs under this PAGA Settlement Agreement shall be paid by the Settlement Administrator out of the GPSA. Except as provided in this section, Plaintiff, PAGA Settlement Members, the State of California, and Defendant shall bear his, her, or its own attorneys' fees and costs. The allowance, disallowance, or modification by the Court of the application of Plaintiff's Counsel for an award of attorneys' fees and costs will not constitute a failure to grant approval of this PAGA Settlement Agreement. Rather, any amount of attorneys' fees and costs allocated under this PAGA Settlement Agreement that is not awarded by the Court will become part of the NPSA (defined below).

b. Settlement Administrator's Costs

The Settlement Administrator will administer this PAGA Settlement Agreement for an amount not to exceed three thousand dollars (\$3,000). All administration costs approved by the Court shall be paid out of the GPSA. If the costs of administration are less than \$3,000, the difference shall be held as a contingency for unanticipated items for 60 days. Whatever is left after 60 days shall be used to pay any later-discovered PAGA Settlement Members and if none, turned over to Equal Rights Advocates. If the costs of administration are greater than three thousand dollars (\$3,000.00), the amount that exceeds three thousand dollars (\$3,000.00) will be deducted from the GPSA only subject to the Parties' and the Court's approval.

c. Net PAGA Settlement Amount

After deducting from the GPSA the amounts approved by the Court for the attorneys' fees and costs and the Settlement Administrator's costs, the remainder of the thirty-five thousand dollars ("Net PAGA Settlement Amount" or "NPSA") will be distributed as follows: 75% to the LWDA as required by statute ("LWDA Payment"), and the remaining 25% shall be paid to the PAGA Settlement Members. The 25% portion of NPSA meant to be paid to PAGA Settlement Members shall be distributed as follows:

i. The PAGA Period

The “PAGA Period” shall mean the period from August 19, 2019 to either (1) the date that the Court enters an Order approving the PAGA Settlement Agreement and dismissing the Action, or (2) September 6, 2022, whichever is earlier.

ii. Total and Individual PAGA Pay Periods

The “Total PAGA Pay Periods” for purposes of this PAGA Settlement Agreement shall be the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period according to Defendant’s business records. “Individual PAGA Pay Periods” will be the total number of pay periods worked by an individual PAGA Settlement Member during the PAGA Period according to Defendant’s business records.

iii. Individual PAGA Payments

The formula for determining each Individual PAGA Payment will be calculated by dividing a PAGA Settlement Member’s Individual PAGA Pay Periods by the Total PAGA Pay Periods and multiplying this result by the 25% portion of the NPSA.

iv. Tax Treatment

Each Individual PAGA Payment will be allocated 100% as penalties. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to each PAGA Settlement Member for each individual amount allocated to penalties. The Parties each understand, agree and intend that the TSA will qualify and be characterized as a Qualified Settlement Fund (“QSF”), that the QSF will be taxed as a separate entity for purposes of all federal, state and local taxes, that they will treat the QSF on a basis consistent therewith, that the QSF will be characterized as the employer of all PAGA Settlement Members for purposes of determining all tax obligations associated with any and all payments out of the QSF, and the QSF will bear full responsibility for all taxes associated with the QSF and settlement payments to PAGA Settlement Members under the terms of this PAGA Settlement Agreement. The Settlement Administrator shall be responsible for ensuring that all taxes associated with the PAGA Settlement Agreement are timely paid to the appropriate tax authorities and for the filing of all Federal, state and local employment tax returns, income tax returns, and any other tax returns associated with employer and employee or other taxes associated with the payments to PAGA Settlement Members. As required by law, the Settlement Administrator shall be solely responsible for timely issuing an appropriate IRS Form 1099 to each PAGA Settlement Member for his or her Individual PAGA Payment, and complying with any tax obligations of the QSF under Federal, state and/or local law. To verify the Settlement Administrator’s compliance with the foregoing withholding and reporting requirements, as soon as administratively practicable, the Settlement Administrator shall furnish Defendant with copies of all tax returns and information returns filed by the QSF, and a final accounting adequate to demonstrate full compliance with all tax withholding, payment, and reporting obligations. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph. Such elections shall be made in compliance with the procedures and requirements contained in applicable QSF regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver all necessary documentation for signature, as may be required, and thereafter to cause the appropriate filing of such documentation to occur. To the

extent that, for any period of time, the QSF is not treated as a QSF by any party for any purpose, the Settlement Administrator shall promptly notify counsel for the Parties of that fact.

v. Tax Liability

Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel make no representations or warranties as to the tax consequences, treatment, or legal effect of any payments made under this PAGA Settlement Agreement, do not intend anything contained in this PAGA Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this PAGA Settlement Agreement be relied on as such. Plaintiff, on behalf of the State of California and PAGA Settlement Members, understands and agrees that Plaintiff and PAGA Settlement Members will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the settlement.

vi. No Tax Advice Provided By Plaintiff's Or Defense Counsel

Neither Defendant, Defendants' Counsel, Plaintiff, nor Plaintiff's Counsel intend anything contained herein (or in any other document pertaining to the Action) to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each PAGA Settlement Member are unique, and each PAGA Settlement Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this PAGA Settlement Agreement.

vii. No Liability for Disbursements Related to the QSF

Neither Defendant, Defendants' Counsel, Plaintiff, nor Plaintiff's Counsel shall have any responsibility or liability whatsoever with respect to the distribution of the QSF, the determination, administration, calculation or payment of claims, the payment, withholding, reporting and/or filing of any taxes related to the QSF, the payment of any taxes, distribution of residual settlement funds, or any losses incurred in connection with the foregoing. No person shall have any claim against Plaintiff, Plaintiff's Counsel, the Settlement Administrator, Defendant, or Counsel for Defendant based upon the distributions made substantially in accordance with this PAGA Settlement Agreement, the allocation of the QSF among PAGA Settlement Members hereunder, and/or further orders of the Court.

7. Process for Court Approval

The Parties will work together expeditiously to obtain approval of the PAGA Settlement Agreement from the Court.

a. Motion for PAGA Settlement Approval

As soon as practicable after the execution of this PAGA Settlement Agreement, Plaintiff will move the Court for approval of this PAGA Settlement Agreement and will provide the LWDA with notice of this PAGA Settlement Agreement pursuant to Labor Code § 2699(1)(2). In moving for approval of this PAGA Settlement Agreement, Plaintiff shall seek dismissal with prejudice as to all PAGA Settlement Members and dismissal without prejudice as to all other putative aggrieved employees as alleged in the Action. Defendant will prepare the initial draft of the motion for court approval, but Plaintiff's counsel will prepare any additional or subsequent briefing or filings that maybe required to obtain court approval of this PAGA Settlement Agreement. The Parties mutually agree to support and not oppose the motion for approval of this

PAGA Settlement Agreement. At the hearing on the Plaintiff's Motion for Approval of PAGA Settlement, the Parties will jointly appear (if so ordered by the Court), support the granting of the motion, and submit to an order granting the motion.

Plaintiff will disclose the Individual Settlement Agreement to the Court as necessary in connection with obtaining approval of the PAGA Settlement Agreement.

b. Impact Of Non-Approval

If this PAGA Settlement Agreement is not approved for any reason, then the Parties agree to work together in good faith to expeditiously address any concerns raised by the Court to secure court approval. If the Parties are unsuccessful at securing court approval, then the entire PAGA Settlement Agreement, as well as the separately executed Individual Settlement Agreement, will become null and void and the litigation will return to its status quo ante such that all Parties to this PAGA Settlement Agreement shall stand in the same position, without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with the Court. However, a reduction in the amount of the requested attorneys' fees and costs under the PAGA Settlement Agreement or Settlement Administrator's Costs will not constitute a failure to grant approval of this PAGA Settlement Agreement.

c. Waiver of Right to Appeal

Provided that the Court's approval of this PAGA Settlement Agreement is consistent with the material terms of this PAGA Settlement Agreement, the Parties hereby waive any and all rights to appeal the approval of this PAGA Settlement Agreement, and the order approving this PAGA Settlement Agreement therefore will become non-appealable at the time it is entered.

8. Settlement Funding

Defendant shall deposit the TSA, which includes the GPSA, with the Settlement Administrator within twenty-one (21) calendar days after the Effective Date. The Effective Date means the date by which this PAGA Settlement Agreement is approved as provided herein and the Court's order and judgment becomes binding and no longer subject to appeal. The approval order and judgment become binding and no longer subject to appeal upon the latter of (a) 60 days after the Court files a signed order approving the PAGA Settlement Agreement provided no notice of appeal of the approval order and judgment and/or of an order denying any motion to intervene has been filed with the California Court of Appeal; (b) if such an appeal is filed, and the appeal is resolved through any order affirming the approval order and judgment, the day after the last day for filing a petition for review with the California Supreme Court passes and no such petition is filed; (c) if a petition for review regarding the California Court of Appeal's decision affirming the approval order and judgment is filed, the day after the petition is denied with prejudice and/or no further review of the decision can be requested; or (d) if the petition for review is accepted, the day after the California Supreme Court affirms the approval order and judgment.

The Settlement Administrator shall place the TSA in an account or accounts that is/are not market-dependent and that are federally guaranteed or federally insured to maintain the principal without any risk of loss whatsoever. All funds held by the Settlement Administrator shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to this PAGA Settlement Agreement and/or further order(s) of the Court. In no event shall the

Settlement Administrator disburse any portion of the QSF before the Effective Date. The Settlement Administrator shall make all required payments in accordance with the provisions of this PAGA Settlement Agreement or pursuant to any superseding court order. Individual PAGA Payments collectively paid to all PAGA Settlement Members shall not exceed the balance of the NPSA.

9. Contact Information of PAGA Settlement Members

Within thirty (30) calendar days of the court's order approving this PAGA Settlement Agreement and dismissing the action, Defendant will provide the last known contact information for the PAGA Settlement Members to the Settlement Administrator in the form(s) requested by the Settlement Administrator. Using the provided information and after making any updates as necessary, within forty-five (45) calendar days of the court's order approving this PAGA Settlement Agreement and dismissing the action, the Settlement Administrator will perform an address-check via the UPS National Change of Address database and update any necessary addresses for PAGA Settlement Members.

10. Issuance of Checks

The Settlement Administrator will issue all checks out of the GPSA to pay all obligations under the PAGA Settlement Agreement.

a. Notice and Individual PAGA Payment Checks

Forty-five (45) calendar days after the Effective Date, the Settlement Administrator will mail the Notice of PAGA Settlement ("Notice"), along with each PAGA Settlement Member's share of his/her settlement check(s), and any appropriate tax forms by first class mail. The Notice is attached hereto as **Exhibit A**. The Settlement Administrator will perform one search using the social security numbers of the PAGA Settlement Members for more current addresses if notice packets and settlement checks are returned and will re-mail the notice and check packet to an updated address (if any) within five (5) calendar days of receipt of the returned mail. The Parties intend that reasonable, but not extraordinary, means be used to locate PAGA Settlement Members. If an address is not found, or if the notice and check packet is returned a second time, no further action is required.

The Parties agree that the PAGA Settlement Members are not required to submit claim forms in order to receive their share of the NPSA.

The Parties agree there is no statutory right for PAGA Settlement Members to opt out of this PAGA Settlement Agreement.

b. LWDA Payment

Forty-five (45) calendar days after the Effective Date, the Settlement Administrator shall transmit payment to the LWDA of the LWDA Payment.

c. Attorney's Fees and Costs Payment

Forty-five (45) calendar days after the Effective Date, the Settlement Administrator shall transmit payment of court approved attorneys' fees and costs to Plaintiff's Counsel. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to Plaintiff's counsel reflecting the attorneys' fees and costs awarded to them under this PAGA Settlement Agreement. Plaintiff agrees that payment of the attorneys' fees and costs under this PAGA Settlement

Agreement resolves all claims for attorneys' fees and costs incurred by Plaintiff and any attorneys representing her in the prosecution and settlement of the asserted PAGA claims.

d. Settlement Administrator's Costs Payment

Forty-five (45) calendar days after the Effective Date, the Settlement Administrator shall take payment of its administration costs.

e. Uncashed Funds

Checks for Individual PAGA Payments will remain valid for ninety (90) days from the date of issuance. To the extent that: (a) the Notice and the Individual PAGA Payment Amount checks are undeliverable, or (b) the Individual PAGA Settlement Amount checks are uncashed 90 days after the date listed on the check ("90-Day Period"), such amounts shall be sent to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the PAGA Settlement Members' names.

11. Release of Claims by PAGA Settlement Members

Upon the Effective Date of this PAGA Settlement Agreement, Plaintiff, on behalf of the State of California and all PAGA Settlement Members, shall be deemed to have fully, finally, and forever released, relinquished, and discharged all claims for recovery of any kind under the California Private Attorneys General Act of 2004, which is codified at California Labor Code Section 2699, *et. Seq.* ("PAGA"), that were asserted or that could have been asserted based on the facts alleged in the Action and in the Complaint filed October 26, 2020, the First Amended Complaint filed on March 23, 2021, the LWDA letter filed August 19, 2020, and the Amended LWDA letter filed April 12, 2022, arising between August 19, 2019 through the date the Court issues an order approving this PAGA Settlement Agreement, including but not limited to any and all PAGA claims and any and all civil penalties or other remedies recoverable thereunder arising for alleged violations of California Labor Code § 1197.5 (California Equal Pay Act); California Labor Code § 1102.5 (retaliation for reporting a reasonable suspicion of unlawful activity); California Labor Code § 98.6 (discharge, discrimination, or retaliation); California Labor Code § 432.3 (considering prior salary history); as well as any other statute providing for civil penalties for the alleged violations that were asserted or that could have been asserted based on the facts alleged, as well as interest, attorneys' fees and costs based thereon ("Released Claims").

12. No Publicity

Plaintiff and her counsel agree not to publicize the amount or the terms of this PAGA Settlement Agreement in any way, including through social media, press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press. Neither Plaintiff nor her counsel shall hold a press conference or otherwise seek to affirmatively publicize the terms of this PAGA Settlement Agreement. If contacted by the media regarding this PAGA Settlement Agreement, Plaintiff and her counsel will state, "It was a fair settlement and we are happy with the results" or something to that effect. Additionally, neither Plaintiff nor her counsel shall engage in any disparagement of Defendant of any type related to this PAGA Settlement Agreement.

13. No Representations/No Modifications

The Parties hereto represent and acknowledge that in executing this PAGA Settlement Agreement, they have not relied upon any representation or statement not set forth herein, except

as may be set forth in the separately executed Individual Settlement Agreement. This PAGA Settlement Agreement, as well as the Individual Settlement Agreement, sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior or contemporaneous agreements or understandings between the Parties hereto pertaining to the subject matter of this PAGA Settlement Agreement. This PAGA Settlement Agreement may not be modified, waived, rescinded, or amended in any manner except by a writing executed by all Parties to this PAGA Settlement Agreement.

14. Voluntariness

This PAGA Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. The Parties have cooperated in the negotiation and preparation of this PAGA Settlement Agreement and each of its terms. This PAGA Settlement Agreement shall not be construed against any Party on the basis that the Party, or Party's counsel, was the drafter or participated in drafting this Agreement.

15. Assignment

None of the rights, commitments, or obligations recognized under this PAGA Settlement Agreement may be assigned by any Party, PAGA Settlement Member, the State of California Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this PAGA Settlement Agreement are for the sole benefit of the Parties under this PAGA Settlement Agreement, the PAGA Settlement Members, and the State of California and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this PAGA Settlement Agreement.

16. Severability

The provisions of this PAGA Settlement Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

17. Interpretation

The descriptive headings in this PAGA Settlement Agreement are purely for convenience and are not to be used as an aid in interpreting its terms. The Parties agree that they participated equally in the negotiating of the terms of this PAGA Settlement Agreement and that this PAGA Settlement Agreement shall not be construed against either Party as the author or drafter of this PAGA Settlement Agreement.

18. California Law and Governing Law

This PAGA Settlement Agreement shall be subject to and governed by the laws of the State of California. Pursuant to California Code of Civil Procedure § 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this PAGA Settlement Agreement, in order to: (1) monitor and enforce compliance of this PAGA Settlement Agreement, and/or (2) resolve any disputes over this PAGA Settlement Agreement or the administration of the benefits of this PAGA Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this PAGA Settlement Agreement on the date set forth below.

DEFENDANT AUTOMATION ANYWHERE, INC.



James Laufman
EVP, General Counsel and Corporate Secretary
Automation Anywhere, Inc.

August 08, 2022

Date

PLAINTIFF TIFFANY DREYER

DocuSigned by:

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Tiffany Dreyer

8/7/2022

Date

CDF LABOR LAW LLP


Margaret Leah Cameron (Aug 8, 2022 10:47 PDT)

Alison L. Tsao Esq.
M. Leah Cameron Esq.
Attorneys for Defendant Automation Anywhere, Inc

August 08, 2022

Date

GOLDSTEIN, BORGEN, DARDARIAN & HO

Laura L. Ho Esq.
Mengfei Sun Esq.
Attorneys for Plaintiff Tiffany Dreyer
and the PAGA Settlement Members

Date

IN WITNESS WHEREOF, the Parties have executed this PAGA Settlement Agreement on the date set forth below.

DEFENDANT AUTOMATION ANYWHERE, INC.

James Laufman
EVP, General Counsel and Corporate Secretary
Automation Anywhere, Inc.

Date

PLAINTIFF TIFFANY DREYER

Tiffany Dreyer

Date

CDF LABOR LAW LLP

Alison L. Tsao Esq.
M. Leah Cameron Esq.
Attorneys for Defendant Automation Anywhere, Inc

Date

GOLDSTEIN, BORGEN, DARDARIAN & HO

 

Laura L. Ho Esq.
Mengfei Sun Esq.
Attorneys for Plaintiff Tiffany Dreyer
and the PAGA Settlement Members

August 6, 2022

Date

SHIMODA & RODRIGUEZ LAW, PC

DocuSigned by:

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Galen T. Shimoda Esq.

Justin P. Rodriguez Esq.

Attorneys for Plaintiff Tiffany Dreyer
and the PAGA Settlement Members

8/6/2022

Date

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

TIFFANY DREYER, as an individual and on behalf of
Aggrieved Employees,

v.

AUTOMATION ANYWHERE, INC., a California
Corporation; and DOES 1 to 100, inclusive.

Case No. 20CV372730

**COURT-APPROVED NOTICE
OF SETTLEMENT OF PAGA CLAIMS**

Judge: Hon. Sunil R. Kulkarni

Dept.: 1

Re: *Dreyer v. Automation Anywhere, Inc., et al.*
Santa Clara County Superior Court No.: 20CV372730
Your Portion of Court-Ordered PAGA Settlement Proceeds

Dear <<FirstName>> <<LastName>>:

Automation Anywhere, Inc. ("Automation Anywhere" or "Company") has provided your name and last-known address because its records indicate that you are or were one of the company's California based, female employees in its marketing department at the vice president level or below between August 19, 2019 and INSERT DATE. We provide the enclosed check to you pursuant to the INSERT DATE order of the Santa Clara County Superior Court (the "Order") in the above numbered case ("Action") resolving all claims that any such employees have or may have against Automation Anywhere under California's Private Attorneys General Act of 2004 ("PAGA") for alleged violations of California Labor Code sections 98.6, 432.3, 1102.5, and 1197.5 during the relevant time period.

Pursuant to the terms of the PAGA Settlement Agreement, you are to receive payment of \$<<Individual PAGA Settlement Amount>> which includes your portion of the Gross PAGA Settlement Amount, representing civil penalties, as set forth in further detail below.

**YOU ARE NOT REQUIRED TO TAKE ANY ACTION TO RECEIVE YOUR
SETTLEMENT SHARE.**

Pursuant to California's Private Attorneys General Act of 2004, an employee may seek to recover civil penalties for California Labor Code violations committed by an employer on behalf of himself or herself and other current and former employees. Ms. Tiffany Dreyer initiated a PAGA action on August 19, 2020 by sending a notice to the Labor Workforce Development Agency ("LWDA"), with copies provided to Automation Anywhere ("PAGA Notice") and by then subsequently filing a Complaint with the Santa Clara Superior Court on October 26, 2020, and a First Amended Complaint on March 15, 2021. Ms. Dreyer also filed an amended notice to the LWDA on April 12, 2022 ("Amended PAGA Notice").

While Automation Anywhere fully disputed – and continues to fully dispute – all PAGA claims, Automation Anywhere, Plaintiff Tiffany Dreyer, and their lawyers reached a settlement regarding the PAGA claims through mediation on May 18, 2022, and thereafter reached a formal PAGA Settlement Agreement.

Pursuant to the requirements of PAGA, the Santa Clara Superior Court reviewed and approved the settlement terms in the Order. You are entitled to a portion of the proceeds of the settlement. The Santa Clara County Superior Court's Order approved the PAGA Settlement Agreement for a total of thirty-five thousand dollars (\$35,000) ("Gross PAGA Settlement

Amount”), to be paid by Automation Anywhere and deposited with the Settlement Administrator.

The Order divides the Gross PAGA Settlement Amount into specified portions, including payments to: (1) the State of California; (2) Plaintiff’s attorneys’ fees and costs, (3) the Settlement Administrator’s costs to administer the settlement; and (4) a remaining amount to be divided between employees who are or were one of Automation Anywhere’s California based, female employees in its marketing department at the vice president level or below between August 19, 2019 and **INSERT DATE** (“Net PAGA Settlement Amount”).

The Order directs the apportionment of the Net PAGA Settlement Amount to covered employees by using a formula that establishes each employee’s individual payment amount. The formula for determining your payment is based off the number of pay periods you worked between August 19, 2019 and **INSERT DATE** as compared against the total pay periods worked by all covered employees during that same period.

Automation Anywhere has reported approximately Total PAGA Pay Periods worked by the covered employees. Automation Anywhere has also reported your Individual PAGA Pay Periods as **<<PayPeriods>>**. Thus, Automation Anywhere calculates your individual settlement payment amount to be \$ **<<IndivPAGA>>**.

In consideration of Automation Anywhere’s payment of the Gross PAGA Settlement Amount, the Order and the PAGA Settlement Agreement also directs that all PAGA Settlement Members shall be deemed to have fully, finally, and forever released, relinquished, and discharged all claims for recovery of any kind under the California Private Attorneys General Act of 2004, which is codified at California Labor Code Section 2699, *et. Seq.* (“PAGA”), that were asserted or that could have been asserted based on the facts alleged in the Action and in the Complaint filed October 26, 2020, the First Amended Complaint filed on March 23, 2021, the LWDA letter filed August 19, 2020 , and the Amended LWDA letter filed April 12, 2022, arising between August 19, 2019 through **[the date the Court issues an order approving this PAGA Settlement Agreement]**, including but not limited to any and all PAGA claims and any and all civil penalties or other remedies recoverable thereunder arising for alleged violations of California Labor Code § 1197.5 (California Equal Pay Act); California Labor Code § 1102.5 (retaliation for reporting a reasonable suspicion of unlawful activity); California Labor Code § 98.6 (discharge, discrimination, or retaliation); California Labor Code § 432.3 (considering prior salary history); as well as any other statute providing for civil penalties for the alleged violations that were asserted or that could have been asserted based on the facts alleged, as well as interest, attorneys’ fees and costs based thereon (“Released Claims”).

However, nothing in the Order or the PAGA Settlement Agreement releases any other claims any covered employees might have against Automation Anywhere or any and all of those related entities and individuals that are not encompassed within the definition of “Released Claims.”

You may call the Settlement Administrator, ILYM Group, Inc., at (888) 250-6810 with any questions. Please inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment. Checks for your settlement payment will remain valid for ninety (90) days from the date of issuance. To the extent that (a) this Notice and the settlement check are undeliverable, or (b) the settlement check is uncashed 90 days after the date listed on the check (“90-Day Period”), such amounts shall be sent to the California State Controller’s Office’s Unclaimed Property Division to be held as unclaimed funds in your name.

You can find and review the full text of the Order, the PAGA Settlement Agreement, Ms. Dreyer’s Complaint, the First Amended Complaint, and all other publicly filed papers in the Action through the Santa Clara County Superior Court’s online portal:

<https://portal.scscourt.org/>. You can also examine all such papers at any time during regular business hours at the Office of the Clerk, Santa Clara County Superior Court, 191 North First Street, San Jose, CA 95113.

Counsel for Plaintiff and the PAGA Settlement Members are	
Laura L. Ho, lho@gbdhlegal.com Mengfei Sun, msun@gbdhlegal.com GOLDSTEIN,BORGEN, DARDARIAN & HO 155 Grand Avenue, Suite 900 Oakland, CA 94612 Telephone: (510) 763-9800 Facsimile: (510) 835-1417	Galen T. Shimoda, Justin P. Rodriguez, SHIMODA & RODRIGUEZ LAW, PC 9401 East Stockton Boulevard, Suite 120 Elk Grove, CA 95624 Telephone: (916) 525-0716 Facsimile: (916) 760-3733
Counsel for Defendant for AUTOMATION ANYWHERE, INC. is	
Alison L. Tsao, atsao@cdflaborlaw.com M. Leah Cameron, lcameron@cdflaborlaw.com CDF LABOR LAW LLP 600 Montgomery Street, Suite 440 San Francisco, CA 94111 Telephone: (415) 981-3233	

PLEASE DIRECT ALL QUESTIONS REGARDING THE ORDER OR THE SETTLEMENT AGREEMENT TO THE SETTLEMENT ADMINISTRATOR. PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THESE MATTERS.

Sincerely,
Settlement Administrator

Dreyer v. Automation Anywhere, Inc.
Settlement Administrator – ILYM Group, Inc.
14751 Plaza Dr. Ste J
Tustin, CA 92780

<<FirstName>> <<LastName>>
<<Address1>>
<<Address2>>
<<City>> <<ST>> <<ZIP>>-<<Zip4>>