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18 **SUPERIOR COURT OF CALIFORNIA**

19 **FOR THE COUNTY OF SACRAMENTO**

20 AHMAD ZUBAIR HUSSAINI, individually
 and on behalf of all other similarly situated
 21 employees,

22 Plaintiff,

23 vs.

24 INTEGRATED RESOURCES, INC., a
 California Corporation; SIEMENS MOBILITY,
 25 INC., a Delaware Corporation; and DOES 1 to
 26 100, inclusive,

27 Defendants.

Case No.: 34-2021-00297152

**JOINT STIPULATION REGARDING CLASS
 ACTION AND PAGA SETTLEMENT AND
 RELEASE**

Filed: March 23, 2021

FAC Filed: May 12, 2021

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Ahmad Zubair Hussaini (“Plaintiff”), on behalf of himself, the Labor
3 and Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendants
4 Integrated Resources, Inc. (“IRI”) and Siemens Mobility, Inc. (“Siemens”) (IRI and Siemens sometimes
5 collectively referred to as “Defendants”). This Agreement is subject to the terms and conditions set forth
6 below and the approval of the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Hussaini v. Integrated Resources, Inc., et al.*,
10 Sacramento County Superior Court, Case No. 34-2021-00297152, filed March 23, 2021.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who have been, or continue
12 to be, employed in California by IRI, at any time during the PAGA Period.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Class Counsel” means Galen T. Shimoda and Justin P. Rodriguez of Shimoda &
16 Rodriguez Law, PC.

17 1.5 “Class Member(s)” means all non-exempt employees who have been, or continue to be,
18 employed in California by IRI, at any time between March 23, 2017, up to either (1) the Preliminary
19 Approval Date, or (2) 60 days after this Agreement is fully executed, whichever is earlier.

20 1.6 “Class Period” means March 23, 2017, up to either (1) the Preliminary Approval Date, or
21 (2) 60 days after this Agreement is fully executed, whichever is earlier.

22 1.7 “Class Representative” means Plaintiff Ahmad Zubair Hussaini.

23 1.8 “Class Representative’s Released Claims” means any and all claims arising from, that
24 reasonably could have been asserted regarding, or are related in any way to the Class Representative’s
25 actual or alleged employment with Defendants, under federal, state (including but not limited to Cal. Lab.
26 Code §§ 201, 202, 203, 204, 226, 226(a), 226.3, 226.7, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1,
27 1198, 2699, 2802, and 2810.3, Cal. Bus. & Prof. Code § 17200 *et seq.*, and/or IWC Wage Order No. 4),
28 or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether

1 anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common
2 law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages,
3 unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable
4 relief or other similar relief or claims. The Class Representative's Released Claims exclude claims for
5 workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a
6 matter of law.

7 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

8 1.10 "Court" means the Sacramento County Superior Court.

9 1.11 "Defendants" means Integrated Resources, Inc. and Siemens Mobility, Inc.

10 1.12 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
11 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
12 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
13 Representative as a Qualified Class Member.

14 1.13 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
15 that has not later been withdrawn, in which case the Effective Date will be either: (a) the 65th calendar
16 day after a signed order approving this Settlement has been filed provided no appellate proceeding having
17 been filed; or (b) the seventh (7th) calendar day after any appellate proceeding opposing the Settlement
18 has been finally dismissed with no material change to the terms of this Settlement and there is no right to
19 pursue further remedies or relief, whichever is later.

20 1.14 "Final Approval Date" means the date a signed order granting final approval of this
21 Agreement is filed with the Court.

22 1.15 "Gross Settlement Amount" is the sum of Three Hundred and Ninety-Five Thousand
23 Dollars (\$395,000). In no event will Defendants be required to pay more than this amount under the terms
24 of this Agreement except as otherwise set forth herein, including without limitation, any Enhancement
25 Payment, governmental and other penalties payments (including to the LWDA as set forth below), if any,
26 settlement administration fees and costs, and attorneys' fees and costs. None of the Gross Settlement
27 Fund will be payable by Defendants prior to final approval by the Court of the settlement and the
28 occurrence of all conditions precedent as set forth in this Settlement Agreement as approved by the Court.

1 1.16 “Individual Settlement Amount” means an individual Qualified Claimant’s and Aggrieved
2 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
3 Sections 1.23, 1.30, 5.5, and 5.8.

4 1.17 “IRI’s Counsel” means Kenneth D. Sulzer, Kelsey E. Link, and Romina Tamiry of
5 Constangy, Brooks, Smith & Prophete, LLP.

6 1.18 “LWDA” means the California Labor and Workforce Development Agency.

7 1.19 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
8 distribution to Qualified Class Members, as described in this Agreement, after deduction of Class
9 Counsel’s approved attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA
10 Payment, and any approved Enhancement Payment to the Class Representative.

11 1.20 “Notice of Settlement” means the document substantially in the form attached hereto as
12 Exhibit 1.

13 1.21 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
14 Settlement to Class Members and Aggrieved Employees.

15 1.22 “PAGA” means Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et*
16 *seq.*

17 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
18 resolving claims under the PAGA.

19 1.24 “PAGA Period” means March 8, 2020, up to either (1) to the Preliminary Approval Date
20 or (2) 60 days after this Agreement is fully executed, whichever is earlier.

21 1.25 “Parties” mean Defendants and Plaintiff.

22 1.26 “Preliminary Approval Date” means the date a signed order granting preliminary approval
23 of this Agreement is filed with the Court.

24 1.27 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
25 benefit of the Qualified Class Members and/or Aggrieved Employees and from which the payments under
26 this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall
27 remain the property of Defendants until the payments required under the Agreement are made.

1 1.28 “Qualified Class Member” means any and all Class Members who have not made any
2 timely request to opt-out of the Agreement.

3 1.29 “Qualified Class Member’s Released Claims” means any and all claims contained in the
4 Complaint, and any additional wage and hour claims that reasonably could have been alleged or asserted
5 in the Complaint based on the facts actually alleged in the Complaint, through the Class Period. This
6 release excludes the release of claims not permitted by law. The Qualified Class Member’s Released
7 Claims exclude claims for workers’ compensation or unemployment insurance benefits. This release will
8 cover all Class Members who do not opt out.

9 1.30 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
10 Employees during the Class Period and/or PAGA Period, respectively, in California for IRI. For Class
11 Members, workweeks shall be defined as the total number of days from the Class Member’s start date to
12 the Class Member’s end date (if applicable) during the Class Period divided by seven. For Aggrieved
13 Employees, workweeks shall be defined as the total number of days from the Aggrieved Employee’s start
14 date to the Aggrieved Employee’s end date (if applicable) during the PAGA Period divided by seven. The
15 calculation of a Class Member’s and/or Aggrieved Employee’s workweeks and a determination as to
16 whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular
17 workweek shall be construed from IRI’s records.

18 1.31 “Released PAGA Claims” means any and all claims that were brought under the Private
19 Attorneys General Act, Labor Code §§ 2698 *et seq.*, as alleged or asserted in the Complaint or Plaintiff’s
20 March 4, 2021 PAGA letter to the LWDA and any other claims under the PAGA that could have been
21 alleged or asserted in any of the pleadings filed in the Action or in any notice sent to the LWDA pursuant
22 to PAGA based on the facts alleged in the Complaint or Plaintiff’s March 4, 2021 PAGA letter to the
23 LWDA during the PAGA Period, including, without limitation, for failure to pay overtime or minimum
24 wages, failure to provide meal periods and/or pay associated premiums, failure to authorize and permit
25 rest periods and/or pay associated premiums, failure to provide accurate wage statements, failure to pay
26 final wages, failure to reimburse employment-related or business expenses, failure to keep and maintain
27 adequate timekeeping and/or payroll records, and/or failure to comply with Cal. Lab. Code §§ 558 and/or
28 558.1. Aggrieved Employees cannot opt out of this waiver of claims.

1 1.32 “Released Parties” means Defendants, and all of their respective past, present, and future
2 parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and clients, and all of
3 their respective past, present, and future shareholders, officers, directors, employees, agents, principals,
4 representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors,
5 successors and assigns and all persons acting under, by, through, or in concert with any of them, any
6 individual or entity that could be liable for any of the released claims mentioned herein, and any persons
7 and/or entities that IRI staffed with Class Members or Aggrieved Employees during the Class Period.

8 1.33 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity
9 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action
10 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
11 administering this Agreement. The Parties each represent that they do not have any financial interest in
12 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could
13 create a conflict of interest.

14 1.34 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
15 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
16 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
17 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and
18 fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class
19 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
20 Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees
21 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
22 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if
23 any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
24 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
25 other filings required by any governmental taxing authority or agency; all costs and fees associated with
26 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
27 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement
28 Administrator in connection with the execution of its duties under this Agreement.

1 1.35 “Siemens’ Counsel” means Baker & Hostetler LLP.

2 **2. DESCRIPTION OF THE LITIGATION**

3 2.1 On or about March 4, 2021, Plaintiff sent notice to the LWDA to exhaust administrative
4 remedies under the PAGA for (1) Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure
5 to Pay Overtime Wages), (2) Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure
6 to Pay Minimum Wages), (3) Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A)
7 and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof), (4) Violation of Labor
8 Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu
9 Thereof), (5) Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements), (6)
10 Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages), (7) Violation of Labor Code §
11 2802 (Failure to Pay Reimbursements for Expenses), (8) Violation of Labor Code §§ 558, 558.1
12 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (9)
13 Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records), (10) Violation of Labor
14 Code § 2810.3 (Client Employer’s Shared Liability With Labor Contractor). The LWDA did not respond
15 to the notice within the statutorily required time frame and, as such, Plaintiff became authorized to act as
16 a Private Attorney General on all alleged PAGA claims.

17 2.2 On or about March 23, 2021, Plaintiff filed a putative class action Complaint in Sacramento
18 County Superior Court on behalf of himself and other Class Members alleging claims for (1) Failure to
19 Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Meal Period Violations, (4) Rest Period
20 Violations, (5) Wage Statement Violations, (6) Waiting Time Penalties, (7) Failure to Reimburse
21 Expenses, and (8) Unfair Competition based thereon. Plaintiff filed a First Amended Complaint on or
22 about May 12, 2021 to add a PAGA cause of action based on the violations alleged in the March 4, 2021
23 notice to the LWDA on behalf of himself and Aggrieved Employees. On June 21, 2021, Plaintiff provided
24 a copy of the First Amended Complaint to the LWDA, which was within ten (10) calendar days of
25 receiving a filed copy back from the Court.

26 2.3 Through informal discovery, Defendants, by and through Defendants’ Counsel, provided
27 Class Counsel with copies of all applicable versions of applicable policies and procedures, employee
28 handbooks, and information on Class Members, including, but not limited to, Class Members’ workweeks,

1 dates of employment, total number of Class Members, their rates of pay, and pay periods as well as
2 timecard data and payroll reports for a randomly selected sample of Class Members.

3 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
4 negotiations, but were not able to come to a resolution. On April 7, 2022, the Parties participated in a
5 lengthy mediation with private mediator Glenn E. Lerman. At the conclusion of the mediation, the Parties
6 were unable to come to a resolution, but continued to exchange information and negotiate thereafter.
7 Ultimately on July 25, 2022, the Parties accepted a mediator's proposal to resolve the claims. The Parties
8 continued to negotiate the details of the settlement, which culminated in this Agreement. At all times, the
9 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

10 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties,
11 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiff
12 and the detailed analysis of the records provided, including expert analysis, have permitted each side to
13 assess the relative merits of the claims and the defenses to those claims.

14 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to
15 pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums
16 in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide
17 accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse employees for
18 incurred expenses, 8) engaging in unfair competition, 9) and committing PAGA violations. Defendants
19 have denied each of Plaintiff's claims, and Defendants have denied that this Action is appropriate for class
20 certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was
21 reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class
22 data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate
23 discounts to the potential liability based on Defendants' factual and legal contentions and defenses.

24 2.7 The Parties agree that the above-described investigation and evaluation, as well as
25 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
26 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class
27 Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be
28 settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense,

1 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
2 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
3 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
4 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts
5 and circumstances.

6 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

7 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
8 of settling the Action. This Agreement, and the settlement it evidences, are made in compromise of
9 disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary
10 and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated
11 settlement on a conditional basis. If the Court does not enter an order granting final approval of the
12 Agreement, or if the Court's approval of the settlement is reversed or materially modified on appellate
13 review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall
14 not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the
15 Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152,
16 Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

17 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
18 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
19 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
20 the Final Approval Date does not occur, Defendants do not waive, but rather expressly reserve, all rights
21 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
22 including, without limitation, the ability to challenge class, collective, or representative treatment on any
23 grounds, as well as to assert any and all other potential defenses or privileges.

24 **4. SCOPE OF THE CLASS**

25 4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled
26 to all benefits as authorized under the Agreement and subject to all obligations and duties required under
27 the Agreement, shall include all Class Members as defined in Section 1.8 and all Aggrieved Employees
28

1 as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely
2 requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

3 4.2 Individuals entitled to recover under this Agreement will include only those individuals
4 who are identified as being within the scope of this Agreement under Section 4.1.

5 4.3 Any person who believes that he or she is a Class Member and/or Aggrieved Employee
6 and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her
7 name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit
8 a data request to the Settlement Administrator. The data request must contain all of the following
9 information: (a) the full name, current mailing address, telephone number, signature and, if applicable,
10 Social Security Number of the individual making the request; (b) the name used by such employee as of
11 the time his or her employment with IRI ended if different from full name; (c) the years during which such
12 employee was employed with IRI; and (d) a return address to which a response may be sent. Every data
13 request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted to
14 the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon
15 receipt of any data requests, the Settlement Administrator shall promptly (in no event more than two
16 business days) transmit the data requests to IRI's Counsel and request that IRI review its records.

17 4.4 If IRI agrees that the person listed in a data request is a Class Member and/or Aggrieved
18 Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who
19 submitted the data request, at the address designated for that purpose in the data request. All provisions
20 of this Agreement relating to the Notice of Settlements shall apply to Notice of Settlements sent in
21 response to data requests, and any person who submits a data request and is sent a Notice of Settlement in
22 response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved Employee
23 for all other purposes.

24 4.5 If IRI does not agree that the person listed in a data request is a Class Member and/or
25 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute
26 in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
27 dispute. IRI's records shall control unless the individual submitting the data request provides persuasive
28 evidence to doubt the accuracy of those records. Each data request dispute that IRI's Counsel and Class

Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after IRI's Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final and there shall be no right of appeal.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall collectively pay the Gross Settlement Amount (\$395,000) as follows: (1) IRI shall pay \$365,000 of the Gross Settlement Amount; and (2) Siemens shall pay \$30,000 of the Gross Settlement Amount. Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Qualified Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative, and the PAGA Payment. Any monies necessary to satisfy Defendants' respective tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Qualified Class Members will be paid separately from and in addition to the Gross Settlement Amount, and Defendants shall bear proportional responsibility for these amounts consistent with their proportional responsibility to pay the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$15,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$15,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form

1 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less
2 than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
3 Counsel shall be added to the Net Settlement Amount to be distributed to Qualified Class Members on a
4 pro rata basis.

5 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from
6 the Gross Settlement Amount and shall not exceed \$20,000. The difference between any actual costs and
7 the allocated \$20,000 shall be added to the Net Settlement Amount to be distributed to Qualified Class
8 Members on a pro rata basis.

9 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
10 an Enhancement Payment to the Class Representative in an amount not to exceed Fifteen Thousand
11 Dollars (\$15,000) to compensate for the risks, time, and expense of his involvement in the Action and
12 securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to
13 the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a Qualified
14 Class Member. Defendants have agreed to not oppose Class Counsel's request for an Enhancement
15 Payment to Plaintiff so long as it does not exceed the amount stated herein. The Enhancement Payment
16 will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that
17 the Court awards less than the Enhancement Payment amount requested, then any portion of the requested
18 amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be
19 distributed to Qualified Class Members on a pro rata basis.

20 5.5 PAGA Payment: Ten Thousand Dollars (\$10,000) of the Gross Settlement Amount shall
21 be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will
22 be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata
23 basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA
24 Payment shall be added to the Net Settlement Amount to be distributed to Qualified Class Members on a
25 pro rata basis.

26 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or
27 PAGA Payment allocated to Qualified Class Members and/or Aggrieved Employees that were not claimed
28 by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be

1 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. No portion of
2 the Gross Settlement Amount will revert to Defendants for any reason. However, any monies Defendants
3 deposited in the QSF that were necessary to satisfy Defendants' respective tax obligations (*e.g.* employer
4 FICA, FUTA and SDI contributions on wage payments) on the unclaimed funds will be refunded to
5 Defendants in accordance with their proportional responsibility for these amounts and will not be a part
6 of the *cy pres* distribution.

7 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
8 Qualified Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
9 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
10 Individual Settlement Amounts will not entitle any Qualified Class Member or Aggrieved Employee to
11 any new or additional compensation or benefits under any company bonus or other compensation or
12 benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any
13 Qualified Class Member and/or Aggrieved Employee to any increased retirement, 401(k) and/or 403(b)
14 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that
15 the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by
16 Defendants to the Qualified Class Members and Aggrieved Employees in connection with this Agreement
17 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
18 might have been in effect during the period covered by this Agreement).

19 5.8 Pro Rata Distribution Formula: Payment to Qualified Class Members and Aggrieved
20 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
21 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts
22 for approved attorneys' fees and costs, any approved Enhancement Payment to the Class Representative,
23 the Settlement Administrator Costs, and the PAGA Payment. Each Class Member's share will be
24 determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying
25 Workweeks by all Class Members. That fraction will then be multiplied by the Net Settlement Amount
26 to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved
27 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
28 Qualifying Workweeks within the PAGA Period by the total Qualifying Workweeks by all Aggrieved

Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Qualified Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Qualified Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Qualified Class Members and Aggrieved Employees are as follows:

5.9.1 one-third (1/3) of each Qualified Class Members' Individual Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Qualified Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 two-thirds (2/3) of each Qualified Class Members' Individual Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Qualified Class Members shall receive an IRS Form 1099-MISC.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

5.10 Qualified Class Members and Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Qualified Class Members, the payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class

Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this Agreement.

5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount. However, in the event this Agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible for the costs of the Settlement Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.8 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and Aggrieved Employees.

6. RELEASE

6.1 Release of Claims by Qualified Class Members: Upon the Effective Date, all Qualified Class Members will be deemed to fully, finally and forever release Qualified Class Member's Released Claims as to all Released Parties. In addition, on the Effective Date, all Qualified Class Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Qualified Class Member's Released Claims against any of the Released Parties.

6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.

6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and forever release the Class Representative's Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Class Representative's Released Claims against any of the Released Parties.

6.4 Civil Code Section 1542 Waiver by Plaintiff: In light of Plaintiff's Enhancement Award, Plaintiff, for himself alone as an individual, in addition to the Qualified Class Member's Released Claims and Released PAGA Claims, releases the Released Parties from all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or nature, contingent or accrued, whether known or unknown, under federal law or state law, to the fullest extent permitted by law. Plaintiff further understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Notwithstanding the above nor anything else in this Agreement, these waivers and releases by Plaintiff does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff; and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects the entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for: 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with

the Individual Settlement Amounts; 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and IRI's Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Qualified Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred

1 to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
2 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

3 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will
4 provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the
5 Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the
6 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement
7 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net
8 Settlement Amount, proposed attorneys' fees and costs allocations, Plaintiff's proposed Enhancement
9 Payment, proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the
10 scope of the class, the nature and extent of the released claims, and dates set for a fairness hearing and
11 hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include
12 information regarding Class Member's and Aggrieved Employee's estimated Individual Settlement
13 Amount. The Notice of Settlement will provide information on how to access electronic copies online of
14 the Notice of Settlement, any motions for approval of the Agreement, any motions for approval of
15 attorneys' fees and costs, and any other documents as the Court directs.

16 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
17 Preliminary Approval Date, IRI shall provide the Settlement Administrator with the name, last known
18 mailing address, last known telephone number, Social Security Number, and the total number of
19 Qualifying Workweeks for each Class Member and Aggrieved Employee, and any other information the
20 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
21 outlined herein. No later than fourteen (14) calendar days after receipt of such address information, the
22 Settlement Administrator will perform a national change of address ("NCOA") search, update the
23 addresses per the results of the NCOA search, and then mail the Notice of Settlement, substantially in the
24 form attached as Exhibit 1, to each Class Member and Aggrieved Employee by first-class mail, postage
25 prepaid. The Settlement Administrator shall maintain all information received from Defendants
26 confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to review the
27 breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class Members
28

1 and Aggrieved Employees prior to mailing for quality assurance provided the personal identifying
2 information is redacted and/or omitted.

3 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
4 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
5 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
6 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
7 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
8 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
9 five (5) calendar days to any more recent address found as a result of the search. Following each search
10 that does not result in a corrected address, for those Class Members who appear to be current employees
11 of IRI at the time of the Preliminary Approval Date, the Settlement Administrator shall contact IRI's
12 Counsel for assistance and IRI shall cooperate in good faith with the Settlement Administrator's
13 reasonable efforts to obtain valid mailing addresses for Class Members to the extent they are active
14 employees of Defendants. In the event the Notice of Settlement is forwarded to a new address and/or re-
15 mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out, a dispute,
16 or an objection shall be the end of the Notice Period or 10 days from the date of the re-mailing/forwarding
17 to a new address, whichever is later. In the event the procedures in this Section are followed and the Class
18 Member does not timely and properly request to opt-out, the Class Member shall be bound by all terms of
19 the Agreement, including the releases contained in Section 6.

20 7.5 Responses to Notice of Settlement:

21 7.5.1 Opt-Outs: The Notice of Settlement shall provide that Class Members who wish
22 to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section.
23 The request to opt-out must (a) state the Class Member's full name, date of birth, address, and last four
24 digits of the Class Member's Social Security number and/or the Employee ID number; (b) a statement that
25 he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants
26 to be excluded from the settlement; (c) identify the case name and number (*i.e.*, *Hussaini v. Integrated*
27 *Resources, Inc., et al.*, Case No. 34-2021-00297152); (d) be signed; and (e) be post-marked no later than
28 the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member

1 must personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of
2 Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means
3 used to determine whether a request to opt-out has been timely submitted. Any Class Member who
4 requests to opt-out of the Agreement will not be entitled to any benefit of the Agreement or any portion
5 of the Net Settlement Amount, will not be bound by the Agreement, nor will they have any right to object,
6 appeal or comment thereon. Class Members who fail to submit a valid and timely request to opt-out shall
7 be bound by all terms of the Agreement and any order or final judgment thereon, regardless of whether
8 they otherwise have requested to opt-out of the Agreement. Aggrieved Employees cannot opt out of this
9 Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt
10 out of being a Class Member. Any Class Member who qualifies as an Aggrieved Employee will still be
11 bound by the release of Released PAGA Claims and will still receive an Individual PAGA Payment
12 irrespective of whether he/she opts out of the Class Settlement.

13 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
14 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
15 objections to the Settlement Administrator and also serve copies of the objections on Class Counsel and
16 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
17 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
18 full name, date of birth, address, and last four digits of the Class Member's Social Security number and/or
19 the Employee ID number; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
20 the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify
21 the case name and number (*i.e.*, *Hussaini v. Integrated Resources, Inc., et al.*, Case No. 34-2021-
22 00297152); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the
23 re-mailing timeline stated in Section 7.4. The objecting Class Member should also file a notice of intent
24 to appear with the Court and serve the notice on Class Counsel and Defendants' Counsel if they intend to
25 appear at the final approval hearing.

26 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
27 Workweeks credited to them on the Notice of Settlement shall submit a written dispute to the Settlement
28 Administrator. The dispute must (a) state the Class Member's full name, date of birth, address, and last

four digits of the Class Member's Social Security number and/or the Employee ID number; (b) include the case name and number of the Action (*i.e., Hussaini v. Integrated Resources, Inc., et al.*, Case No. 34-2021-00297152); (c) include a statement indicating that the Class Member seeks to dispute the number of Workweeks credited to him or her, the time period(s) he or she worked for Defendant in a non-exempt position in California during the Class Period, and the number of Workweeks that he or she contends should be credited to him or her; (d) provide any information or documentation supporting the dispute; (e) be signed by the Class Member; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two business days) forward all such disputes to IRI's Counsel and request that IRI review the dispute. IRI's records shall presumptively control unless the Class Member can produce documentation evidencing other periods of employment worked. If IRI does agree with submitted information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that Class Member's Individual Settlement Amount. If IRI does not agree with the submitted information, IRI's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. IRI's Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that IRI's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator or Court.

7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and

1 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
2 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

3 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
4 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
5 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
6 and detailed report regarding the statistics and responses of settlement administration to date and all the
7 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

8 7.8 Settlement Administrator Payments to Qualified Class Members, Class Counsel and
9 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the
10 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
11 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
12 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Qualified Class
13 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
14 calculations Class Counsel and Defendants' Counsel. Defendants shall wire their respective portions of
15 the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section
16 5.1 to the Settlement Administrator within twenty-one (21) calendar days after the Effective Date to be to
17 be held in trust in a QSF. Within seven (7) calendar days after Defendants fund the settlement, the
18 Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the
19 Enhancement Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA,
20 Settlement Administrator Costs, and payment to Qualified Class Members and/or Aggrieved Employees
21 as required under this Agreement and approved by Court.

22 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
23 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
24 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
25 after the Final Approval Date.

26 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
27 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
28 requested by Class Counsel.

1 7.8.3 Only Qualified Class Members and Aggrieved Employees will receive their
2 Individual Settlement Amount.

3 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
4 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
5 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
6 necessary to determine the amount of the payroll tax payment required.

7 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
8 issue Individual Settlement Amounts to Qualified Class Members and Aggrieved Employees in the form
9 of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar
10 days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided
11 and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement
12 Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing
13 deadline.

14 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
15 Administration: Within twenty-one (21) days after the last day for Qualified Class Members and
16 Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
17 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
18 and detailed report regarding the settlement administration documenting that all payments under the
19 Agreement have been made, that the Court's final approval order has been complied with, and that all the
20 obligations of the Settlement Administrator have been completed.

21 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

22 8.1 The schedule may be modified depending on whether and when the Court grants necessary
23 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The
24 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
25 described above. In the event of such modification, the Parties shall cooperate to complete the settlement
26 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
27 payment procedures carrying out the Agreement is as follows:
28

1	Last day for IRI to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
2		
3		
4	Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from IRI
5		
6		
7	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
8		
9		
10	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
11		
12	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Qualified Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
13		
14		
15		
16		
17	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
18		
19	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Plaintiff's Enhancement Payment, PAGA Payment, Settlement Administrator Costs, payment to Qualified Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants fund the settlement
20		
21		
22		
23	Last day for Qualified Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
24		
25		
26	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
27		
28		

Last day for Settlement Administrator to provide Parties with compliance declaration

Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel;

1 and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
2 approved as fair, reasonable and adequate as to the Class Members.

3 9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed
4 Agreement.

5 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
6 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
7 appropriate to assure effective communication to individual Class Members of information about their
8 rights and obligations under this Agreement.

9 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
10 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
11 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
12 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
13 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery
14 results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

15 9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which
16 shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
17 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
18 payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's
19 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)
20 Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to
21 oversee administration and enforcement of the terms of the Agreement and the Court's orders.

22 9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the
23 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the
24 following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside
25 the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class
26 Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and
27 locating Qualified Class Members and Aggrieved Employees entitled to payments under the Agreement
28 and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with

each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this Settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then Defendants shall bear proportional responsibility for any Settlement Administrator Costs. IRI has represented that there are approximately 24,500 workweeks from the start of the Class Period (March 23, 2017) to March 31, 2022.¹ In the event the number of workweeks during the Class Period is more than 29,400 (*i.e.*, greater than 20% more than 24,500), then Defendants shall have the option to either: 1) shorten the Class Period and its release period to reflect the time period up to 29,400 workweeks or 2) increase the Gross Settlement Amount proportionally by the workweeks in excess of 24,500, multiplied by the pay period value. For example, under option 2), if there were 11,900 workweeks represented to exist during the

¹ At mediation, IRI calculated workweeks by counting the number of days between Class Members' start dates and end dates within the Class Period and dividing that figure by 7. This formula results in an inflated workweek figure as it does not account for time within Class Members' start dates and end dates where they took time off or otherwise did not work, which is especially relevant here as the Class Members are temporary workers who worked irregular schedules. Nevertheless, the Parties will rely on this workweek formula used at mediation throughout the settlement approval and distribution, rather than workweeks actually worked.

1 Class Period, but there are actually 15,000 workweeks in the Class Period, and the actual workweek
2 value is \$5.00 per workweek, Defendants would have to increase the Gross Settlement Amount by
3 \$15,500.00 (15,000 workweeks – 11,900 workweeks = 3,100 workweeks x \$5.00/workweek).

4 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
5 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
6 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
7 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
8 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
9 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
11 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
12 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
13 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
14 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
15 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
19 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
25 BY THIS AGREEMENT.

26 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28

any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by signing this Agreement, Defendants are waiving any rights to appeal from the Court's approval of the settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civ. Proc. Code § 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be an admission by Defendants of the truth of any of the allegations in the Complaint or in any notice sent to the LWDA pursuant to PAGA, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Class Members and/or the Aggrieved Employees in the Action, or of any liability or guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, the Aggrieved

Employees, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, the Aggrieved Employees, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To IRI:

Kenneth D. Sulzer
Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Ste. 1100
Los Angeles, CA 90067

To Siemens:

Sabrina L. Shadi
Amy E. Beverlin
Baker & Hostetler, LLP
11601 Wilshire Blvd., Ste. 1400
Los Angeles, CA 90025-0509

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

1 10.12 No Modifications: This Agreement may be amended or modified only by a written
2 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
3 discharged except by performance in accordance with its terms.

4 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
6 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
7 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
8 this Agreement.

9 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
10 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
11 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
12 may be executed on behalf of all Class Members by the Class Representative.

13 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
14 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
15 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
16 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
17 and effect of originals.

18 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
19 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
20 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
21 with, and governed by, the substantive laws of the State of California without giving effect to that State's
22 choice of law principles.

23 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
24 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
25 this Agreement, or any provision thereof.

26 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could
27 be construed as retaliation against any Class Members for participating or seeking to participate in this
28 class action settlement. The Parties will not discourage any class member from participating or seeking

to participate in this class action settlement. This is a material term of the Agreement and non-breaching Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they shall be entitled to further attorneys' fees and costs.

10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 9/30/2022

DocuSigned by:

Ahmad Zubair Hussaini

04DB4E5856B7412...

Ahmad Zubair Hussaini

For Defendants:

Date: _____

By: _____

For Integrated Resources, Inc.

1 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
2 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
3 shall be entitled to further attorneys' fees and costs.

4 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
5 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
6 Each party acknowledges that there is no representation, inducement, promise or agreement which has
7 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
8 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
9 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

10 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
11 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

12 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
13 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
14 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

15 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
17 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

18 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
19 attorneys, as of the day and year herein set forth.

20 **For Plaintiff:**

21 Date: _____

22 _____
Ahmad Zubair Hussaini

23 **For Defendants:**

24 Date: 10/3/22

25 10-2
26 By: GARY GAMBIR
27 For Integrated Resources, Inc.
28

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Date: _____

APPROVED AS TO FORM

Dated: _____

APPROVED AS TO FORM

Dated: _____

APPROVED AS TO FORM

Dated: _____

Halleus Christopher
Digitally signed by Halleus Christopher
DN: cn=Halleus Christopher,
o=Siemens,
email=chris.halleus@siemens.com
Date: 2022.10.03 08:43:39 -07'00'

By: _____
For Siemens Mobility, Inc.

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez
Attorney for Plaintiff, Class Members, and
Aggrieved Employees

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

By: _____
Kenneth D. Sulzer
Attorney for Integrated Resources, Inc.

BAKER & HOSTETLER LLP

By: _____
Sabrina L. Shadi
Amy E. Beverlin
Attorney for Siemens Mobility, Inc.

1 Date: _____

By: _____
For Siemens Mobility, Inc.

4 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

6 Dated: _____

By: _____
Justin P. Rodriguez
Attorney for Plaintiff, Class Members, and
Aggrieved Employees

9 APPROVED AS TO FORM

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP

12 Dated: October 4, 2022

By:  _____
Kenneth D. Sulzer
Attorney for Integrated Resources, Inc.

15 APPROVED AS TO FORM

BAKER & HOSTETLER LLP

17 Dated: _____

By: _____
Sabrina L. Shadi
Amy E. Beverlin
Attorney for Siemens Mobility, Inc.

1 Date: _____

By: _____
For Siemens Mobility, Inc.

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3
4 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

5
6 9/28/2022
7 Dated: _____

DocuSigned by:
Justin Rodriguez
E339D368FA9345F...
Justin P. Rodriguez
Attorney for Plaintiff, Class Members, and
Aggrieved Employees

8
9 APPROVED AS TO FORM

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP

10
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12 Dated: _____

By: _____
Kenneth D. Sulzer
Attorney for Integrated Resources, Inc.

13
14
15 APPROVED AS TO FORM

BAKER & HOSTETLER LLP

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18 Dated: _____

By: _____
Sabrina L. Shadi
Amy E. Beverlin
Attorney for Siemens Mobility, Inc.

1 Date: _____

By: _____
For Siemens Mobility, Inc.

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4 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

5
6 Dated: _____

By: _____
Justin P. Rodriguez
Attorney for Plaintiff, Class Members, and
Aggrieved Employees

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8
9 APPROVED AS TO FORM

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP

10
11 Dated: _____

By: _____
Kenneth D. Sulzer
Attorney for Integrated Resources, Inc.

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14 APPROVED AS TO FORM

BAKER & HOSTETLER LLP

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17 Dated: October 3, 2022

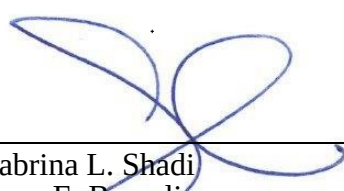
By: _____

Sabrina L. Shadi
Amy E. Beverlin
Attorney for Siemens Mobility, Inc.

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

AHMAD ZUBAIR HUSSAINI, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

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

Defendants.

Case No. **34-2021-00297152**

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All non-exempt employees who have been, or continue to be, employed in California by Integrated Resources, Inc., at any time between March 23, 2017 to [REDACTED] (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to an order from the Sacramento County Superior Court (“Court”) granting preliminary approval of this settlement, entered on [REDACTED], you are receiving notice of a proposed class action and Private Attorneys General Act (“PAGA”) settlement between Plaintiff Ahmad Zubair Hussaini (“Plaintiff” or “Class Representative”), and Defendants Integrated Resources, Inc. (“IRI”) and Siemens Mobility, Inc. (“Siemens”) (IRI and Siemens sometimes collectively referred to as “Defendants”) on behalf of Class Members as defined above. You are receiving this notice because Defendants’ records indicate that you fall within the definition of “Class Member.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 23, 2021, Plaintiff filed a Complaint against Defendants in the Sacramento County Superior Court of California on behalf of himself and putative Class Members. The term “Action” means this putative class action pending in Sacramento County Superior Court, Case No. 34-2021-00297152. The Class Period is March 23, 2017, to [REDACTED] (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, putative Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse employees for incurred expenses, 8) engaging in unfair competition, and 9) committing PAGA violations. Defendants have denied all of Plaintiff’s allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day

mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Parties have entered into a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. “Class Member” does not include persons who submit valid requests to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, a total sum of Three Hundred and Ninety-Five Thousand Dollars (\$395,000) (“Gross Settlement Amount”) will be paid to resolve the class and PAGA claims as outlined herein. Deducted from this Gross Settlement Amount will be sums approved by the Court for: 1) attorneys’ fees not to exceed 35% of the Gross Settlement Amount which equals \$138,250; 2) attorneys’ costs not to exceed \$15,000; 3) Settlement Administrator Costs estimated not to exceed \$20,000; 4) Class Representative’s Enhancement Payment of \$15,000; 5) and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid separate from and in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency (or \$7,500) and 25% of the PAGA Payment will be divided among Aggrieved Employees (or \$2,500), which are defined as all non-exempt employees who have been, or continue to be, employed in California by IRI at any time between March 4, 2020 to [REDACTED] (“PAGA Period”).

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Individual Settlement Amounts will be paid through the Settlement Administrator, as described below, to each Class Member who does not opt out of the Settlement and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Individual Settlement Amounts payable to eligible Class Members will be allocated and treated as follows: 1) two-thirds (2/3) for alleged unpaid interest and alleged unpaid statutory penalties for which IRS Form 1099-MISC will issue; and 2) and one-third (1/3) for disputed wages for which IRS Form W-2 will issue. The 25% share of the PAGA Payment to Aggrieved Employees will be paid as 100% for civil penalties for which IRS Form 1099-MISC will issue.

Payment to Class Members who do not opt out and to Aggrieved Employees will not require the submission of a claim form. Each Class Member’s share will be determined by dividing his or her total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing his or her total weeks worked within the PAGA Period by the total weeks worked by all Aggrieved Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on IRI's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from IRI's records. IRI's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. IRI's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of IRI's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member to the Settlement Administrator along with a written dispute. The written dispute must (a) state the Class Member's full name, date of birth, address, and last four digits of the Class Member's Social Security number and/or the Employee ID number; (b) include the case name and number of the Action; (b) identify the case name and number (*i.e.*, *Hussaini v. Integrated Resources, Inc., et al.*, 34-2021-00297152); (c) state that the Class Member seeks to dispute the number of Workweeks credited to him or her, the time period(s) he or she worked for Defendant in a non-exempt position in California during the Class Period, and the number of Workweeks that he or she contends should be credited to him or her; (d) provide any information or documentation supporting the dispute; (e) be signed by the Class Member; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided. The Settlement Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all claims contained in the Complaint, and any additional wage and hour claims that reasonably could have been alleged or asserted in the Complaint based on the facts actually alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Qualified Class Member's Released Claims exclude claims for workers' compensation or unemployment insurance benefits.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 et seq., as alleged or asserted in the Complaint or Plaintiff's March 4, 2021 PAGA letter to the LWDA and any other claims under the PAGA that could have been alleged or asserted in any of the pleadings filed in the Action or in any notice sent to the LWDA pursuant to PAGA based on the facts alleged in the Complaint or Plaintiff's March 4, 2021 PAGA letter to the LWDA during the PAGA Period, including, without limitation, for failure to pay overtime or minimum wages, failure to provide meal periods and/or pay associated premiums, failure to authorize and permit rest periods and/or pay associated premiums, failure to provide accurate wage statements, failure to pay final wages, failure to reimburse employment-related or business expenses, failure to keep and maintain adequate timekeeping and/or payroll records, and/or failure to comply with Cal. Lab. Code §§ 558 and/or 558.1. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, and all of their respective past, present, and future parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and clients, and all of their respective past, present, and future shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns and all persons acting under, by, through, or in concert with any of them, any individual or entity that could be liable for any of the released claims mentioned herein, and any persons and/or entities that IRI staffed with Class Members or Aggrieved Employees during the Class Period.

Class Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if Class Members have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Class Counsel will seek Court approval of attorneys' fees up to a maximum of 35% of the Gross Settlement Amount which equals \$138,250, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

The Parties believe the terms of the settlement and the amounts paid thereunder are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially

available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must: (a) state your full name, date of birth, address, and last four digits of your Social Security number and/or your Employee ID number; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Hussaini v. Integrated Resources, Inc., et al.*, 34-2021-00297152); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive his or her share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The objection must: (a) state your full name, date of birth, address, and last four digits of your Social Security number and/or your Employee ID number; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (*i.e.* *Hussaini v. Integrated Resources, Inc., et al.*, 34-2021-00297152); (e) be signed by you; and (f) be post-marked no later than [redacted]. The objection must be sent to the Settlement Administrator at the address identified in section III.B and to counsel for Plaintiff and Defendants at the addresses identified in section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the Settlement has been granted by the Court, each and every Class Member who does not opt out of the Settlement and each Aggrieved Employee, will release Defendants and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will

be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ___, [address] on [] at [] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Kenneth D. Sulzer
Kelsey E. Link
Constangy, Brooks, Smith
& Prophete, LLP
2029 Century Park East, Ste. 1100
Los Angeles, CA 90067
Telephone: (310) 909-7775
Facsimile: (424) 276-7410
On behalf of IRI

Sabrina L. Shadi
Amy Beverlin
Baker & Hostetler LLP
11601 Wilshire Blvd., Ste. 1400
Los Angeles, CA 90025-0509
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On behalf of Siemens

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT